3. Bills must be completely itemized showing (a) condition treated, (b) dates of service, (c) nature of services and (d) charges for each item of service.

Many hundreds of bills are received by the Association monthly and those not properly presented must of necessity be returned for completion. Completed bills will be paid as early as possible after received, allowing necessary time for auditing and checking.

Plaintiff's Exhibit 72

3505

NATIONAL HOSPITAL ASSOCIATION

Established—1906

MEDICAL AND HOSPITALIZATION AGREEMENT

For Industrial Employes

This Memorandum of Agreement, Entered into this ....

day of .... 194 , by and between the National Hospital Association, a corporation of the State of Oregon, with its principal offices in the City of Portland, herein referred to as the Association, and ....

.... of .... herein

referred to as the Employer, and acting for and on behalf of .... employees, Witnesseth:

The Association promises and agrees to bear the expense, as herein provided, of Medical and Surgical Services, Services by Specialists, Hospital Care, Nursing, X-Ray and Clinical Laboratory Examinations, Radium, Oxygen and X-Ray Therapy, Blood Transfusions, Blood Plasma, Biological Serums and Antitoxins, Ambulance, Physical Therapy and Related Services and Care, of the class and to the extent provided for herein, for the employes of the Employer engaged in .... operations in the State of .... The benefits to which the employes are entitled and the conditions for which the benefits apply are more particularly defined as follows:

(BENEFITS)

(1) Medical and Surgical Services by Physicians and Surgeons designated by the Association in the doctors' respective localities, to include care in the doctors' offices, the employes' homes or elsewhere, as may be required. Where an employe's condition is of such a nature as to require Consultation or Attention by Specialists, or where a Surgical Operation is required, the employe shall be entitled to such services by Specialists and Surgeons in those cities where Specialists and Surgeons are available.

(2) X-Ray and Clinical Laboratory Findings for injuries and for medical diagnoses as directed by the attending doctors.

(3) Radium and X-Ray Therapy in the treatment of Cancer or other conditions for which Radium and X-Ray are recognized therapy, and Oxygen in the treatment of Pneumonia or other conditions for which Oxygen is a recognized therapy.

(4) Blood Transfusions and Blood Plasma, as directed by the attending doctors.

(5) Physical Therapy, to include Diathermy, Hydrotherapy, Ultra Violet Ray, Swedish Massage and other recognized therapy, as directed by the attending doctors.

(6) Services by Osteopathic Physicians and other recognized therapists for conditions for which the respective therapy is indicated.

(7) Drugs and Dressings, including penicillin, glucose and other medications as ordered by the attending doctors during such times as the members are under treatment in the hospitals but not otherwise, except that Serums and Antitoxins will be furnished as provided for in Paragraph (8) hereof.

(8) Serums and Antitoxins prescribed by the attending doctors in the treatment and prevention of virulent diseases such as pneumonia, diphtheria, typhoid fever, scarlet fever, smallpox, infantile paralysis, erysipelas, meningitis, tetanus and rabies, where the employe has contracted the disease or has been exposed to any such disease for which a serum or antitoxin is an accepted prophylaxis or therapy.

(9) Orthopedic Appliances prescribed by the attending doctors in the treatment of injuries, but not to include artificial members, eye glasses or orthopedic appliances for constitutional weaknesses. 3506

(10) Hospital Care in the general Hospitals to be selected by the employes, and to include care in general ward, general nursing, bed, board, medicines, dressings, use of surgery, anesthetics, X-rays, laboratory tests, operations, blood transfusions, blood plasma, Oxygen and such other facilities with which the selected hospital is equipped. Hospital Care shall include care in a Private Sanatorium in cases of Tuberculosis. Where the employe's condition is of so serious a nature as to make quiet surroundings necessary, the employe shall be entitled to care in a Private Room; provided that the employe or the attending doctor or hospital has first obtained authority from the Association to engage such accommodations at the expense of the Association, and provided, further, that if the employe wishes to engage a private room on his own account the Association shall pay the general ward rate toward such accommodations notwithstanding.

(11) Special Nursing in the Hospital, day and night, where the employe's condition is so serious as to make special nursing definitely necessary; provided that the employe or the attending doctor or hospital has first obtained authority from the Association to engage such special care at the Association's expense.

(12) Ambulance Services, when necessary, in removing sick or injured employes to the hospitals, their homes or elsewhere, as required.

(13) Extraction of Teeth for relief of acute toothache and treatment for Vincent's Angina (Trench Mouth) or other acute conditions of the gums; and, after the employe has been continuously under the Coverage of the Association for a period of six months this provision is extended to include Extraction of Abscessed Teeth when recommended by the attending physician in the treatment of systemic illness.

(14) Emergency and Extra-Territorial Services: In emergencies, or if the employe is taken sick or injured while away from his home community or the community in which he is employed or any other community served by the Association, the employe or some other person in the employe's behalf may engage whatever services are

necessary and the Association shall bear the expenses thereof, to the extent herein provided, on the basis of the usual fees charged industrial employes in the community in which the services are rendered. Where services have been so engaged, the employe or some other person in the employe's behalf shall notify the Association as soon as possible, and shall take up itemized statements of the services received and forward them to the Association, together with the employ's "hospital ticket" and such other information as the Association shall require.

(15) PROPHYLAXES: The Association will bear the expense of VACCINATIONS and INOCULATIONS upon request of employes who have been exposed to contagious or infectious diseases, but not for common colds or other common respiratory conditions.

WATER ANALYSES: The Association will provide periodic analyses of water used by or for the employes for domestic purposes; provided that the Employer and/or the employes shall furnish the Association with the locations of the various sources of their drinking water supply and shall cooperate with the Association in obtaining samples of the water for which the examinations are required.

(16) SIMPLE REMEDIES, FIRST-AID MATERIAL AND EQUIPMENT: The Association will provide, on the premises of the Employer in regulation medicine chests and, without charge, a quantity of simple remedies for treatment of common colds, headaches, stomach disorders and other minor ailments. And, on request by the Employer, the Association will furnish the first-aid equipment and supplies required of the Employer by the Workmen's Compensation, Industrial Insurance or Safety Laws of the State in which the operations are located, and for which the Association shall render charges to the Employer or its compensation insurance carrier at the customary prices for the equipment and supplies thus furnished.

It shall be the responsibility of the Employer, in cooperation with the employes, to keep the aforesaid supplies and equipment in a clean and sanitary condition for the purposes for which they are intended, and to order replacements of such supplies and equipment as needed.

3507 (17) WELFARE DEPARTMENT AND CONDITIONAL REPORTS: The Association will maintain a Welfare Department through which it will cooperate with the

Employer and the employes in matters pertaining to the general health of the employes, including reports on the condition and progress of employes who are under treatment.

(CONDITIONS COVERED)

Except as hereinotherwise provided the conditions to which employes are entitled to benefits are as follows: (a) *Acute Sicknesses and Personal Injuries* occurring any time, day or night, during any period for which the respective employes' payments apply; (b) *Chronic Conditions,* such as Cancer, Heart Disease, Anemia, Stomach, Kidney, Thyroid, Gallbladder and other chronic ailments, where the condition becomes active after the employe has been continuously under the coverage of the Association for a period of six months without delinquency in his payments hereunder; (c) *Tuberculosis, Apoplexy, Paralysis and Conditions Peculiar to the Member's Sex,* that occur or become active after the employe has been continuously under the Coverage of the Association for a period of six months without delinquency in his payments hereunder.

Where the attending physician recommends the *removal of tonsils* in the treatment of a systemic ailment, the employe shall be entitled to such operation at the expense of the Association, provided that the employe has been continuously under the Coverage of the Association for a period of six months.

Credit for Periods Previously Covered: Credit will be given to employes for the time they were under the coverage of the Association next preceding the date of their coming under the Coverage of this agreement and, where this agreement replaces a like or substantially similar agreement, the employes shall be given credit in the waiting periods provided for in this section for the time they were under the Coverage of that former agreement next preceding the date of this agreement, and they shall be entitled to benefits of the class and to the same extent to which they were entitled while under the agreement which this agreement has replaced.

"Chronic Conditions" as used herein are those conditions of prolonged duration characterized by slowly progressing symptoms, as differentiated from "Acute Sicknesses" which are defined as those sicknesses of recent origin coming speedily to a crisis.

(CONDITIONS NOT COVERED.)

The benefits of this agreement do not apply to Insanity, Mental Disorders, Venereal Diseases, Pregnancy, Childbirth or the Menopause or conditions arising therefrom, nor to conditions existing at the time the employe comes under the Coverage of this agreement; nor to Injuries resulting from the use of Intoxicating Liquors or from acts of Personal Violence, except that an employe injured through the intoxication or violence of another party shall be entitled to the benefits notwithstanding, unless such injured employe himself was a party to the violence or intoxication which caused his injury; nor to injuries or diseases received in hazardous occupations coverable by Workmen's Compensation or Industrial Insurance Laws or Contracts, unless this agreement has been extended to include "Occupational Coverage" as provided for on Page 6 hereof.

The benefits of this agreement as relating to Hospital and Special Nursing do not apply to diseases subject by law to quarantine.

Injuries Resulting from Wrongful Acts of Other Parties: If an employe is injured through the wrongful acts of negligence of another party for which that party or some other party is legally responsible, the Association shall not be required to assume any obligations growing out of that injury; provided, however, that if the party or parties responsible to the injured employe shall fail to provide for his treatment and care, and the employe shall be unable to obtain a settlement therefor, then and in that event the Association shall assume such expenses on the employe's account, to the same extent as if no third-party liability existed, and the Association shall have an equity in and be subrogated to the rights of the employe against such third party or parties, to the extent of any charges it has thus assumed or paid on the employe's account. But, if the responsible parties shall have provided for the employe's care or assumed the expenses thereof, or if the employe has obtained a settlement from such party or parties or has released them from liability therefor, then and in that event the employe shall reimburse the Association for any moneys it has assumed or paid on the employe's account.

3508 (PERIODS OF BENEFITS)

Employes shall be entitled to (a) *Medical and Surgical Services,* with related services, for a period of One Year, (b) *Hospital Care,* with related services, for a period of Six Months and (c) *Special Nursing and Private Room Care* for a period of Thirty days, for each sickness or injury resulting from a separate and distinct cause; provided that in cases of Tuberculosis, where the employe is entitled to care in a governmental hospital, the benefits are limited to diagnosis.

Any complication or condition arising as a result of a sickness or injury for which the employe is receiving benefits hereunder shall be considered a part of the original sickness or injury and not as a separate and distinct cause.

(PROVISIONS AND LIMITATIONS)

Employes shall have the right to select any Physician, Surgeon, Specialist or Hospital designated by the Association in cities convenient to the employes' homes, their places of employment or elsewhere as required, except that the Association reserves the right of referring employes to doctors and hospitals when in its judgment the employe's condition would be benefited thereby; provided that any employe likewise shall have the right to request the Association for a change of doctors or hospitals if for any reason the doctor or hospital selected or to whom the employe was referred is not acceptable to him.

If the Association shall fail to designate doctors or hospitals to whom the employes may apply in the community in which services are required, or *if for any reason an employe is unable to obtain services and care on the Association's account,* then and in that event the employe may engage any regularly licensed Physician, Surgeon or Hospital and the Association shall bear the expense thereof at the regular fees provided for herein; provided that the employe shall take up itemized statements from the attending doctor and/or hospital and forward them to the Association together with the employe's "hospital ticket" and such other information as the Association shall require.

The Association itself does not undertake the treatment or care of employes hereunder, but the services to which they are entitled shall be performed by Physicans, Surgeons, Specialists, Hospitals and other parties provided for in this agreement; and the obligations and liabilities of the Association as relating to such services are limited to the exercise of reasonable care in designating doctors, hospitals and other parties, and to payments for the services so rendered, as herein defined. To facilitate payments on the employe's account hereunder, it is understood that the employe authorizes any doctor, hospital or other party from whom he has received services, either within or outside the provisions of this agreement, to furnish the Association such information as the Association shall require, including records, copies of records and other information relating thereto.

Fees for Services: The fees to be paid by the Association for services and care of the employes hereunder shall be comparable with the usual fees paid under medical and hospitalization contracts in the community in which the services are rendered, but not in excess of the basic fees in use by the Association, and it shall be optional with the Association to make such payments to the employee or to the doctor, hospital or other party rendering the services; it being understood, however, that the Association's responsibility is to the employe.

The acceptance by the Association of any charge for services or care to which an employe is not eligible shall be voluntary on the part of the Association and shall not be considered as an acknowledgment of any liability under this agreement.

(CONSIDERATION OF THE AGREEMENT)

In Consideration of the agreements on the part of the Association to be kept and performed, the Employer agrees to pay to the Association, on or before the 10th day of each month following the month for which the payments apply, as (follows such payments to be deductions from the employes' wages):

(a) $3.00 per month for each employe who works any part of the calendar month, except for employes classed under (b), (c) and (d) of this section.

(b) For employes who begin their employment *after* the 15th and *before* the 25th of any calendar month, the payments shall be $1.50 for the remainder of that month, and $3.00 per month thereafter, except for employes who remain employed but four days or less as classed under (d) of this section.

3509 (c) For employes who begin work after the 24th of any calendar month, the payments for the remainder of that month shall be Ten Cents for each day the employe worked, and $3.00 per month thereafter.

(d) For new employes who remain in the Employer's employ but four days or less, the payments shall be at the rate of Ten Cents for each day the employe worked, and no other payments shall be collected from such employes.

Hospital tickets: Employes who pay under (a) and (b) of this section shall be entitled to hospital tickets dating to the end of the calendar months for which their payments apply, notwithstanding they may not remain employed to the end of the month; but employes who are classed under (c) and (d) of this section shall be entitled to hospital tickets only for such acute sicknesses or away-from-work injuries that arise on the days they work, and tickets issued to these employes must show the exact dates the employes worked.

Unexpired Hospital Tickets: New employes who, at the time of beginning their employment present to the Employer unexpired hospital tickets issued by other employers, are not required to pay for the remainder of the month in which their employment begins, but thereafter shall make payments as provided herein for other employes. Such employes shall not be entitled to benefits of this agreement for the periods they are so exempt from payment, it being understood that, in the event they should be taken sick or injured, they will apply to the Medical Contractor whose unexpired ticket they held when beginning their employment.

Employes who are temporarily away from their work because of plant shutdowns, sickness or other causes may remain under the Coverage of this agreement by paying their dues, in advance, direct to the Association for the time they are thus temporarily away from their work; provided that the employes may authorize the Employer to remit such payments to the Association on their behalf by wage deductions or otherwise, which payments the Employer shall remit to the Association not later than the 5th day of the calendar month for which they apply. At the time of making such remittances, the Employer shall furnish the Association the names of the employes making such advance payments and the amounts and months for which their respective payments apply. The Employer is hereby authorized to issue a receipt to each employe who makes such advance payments.

Except as provided herein, the Employer has no right to accept any money from his employes or from any other person for the Association's account, and has no authority to bind the Association, or to extend this agreement to any employe or to any other person.

Employes who leave their employment may remain under the protection of the Association by application for Personal Contracts, subject to acceptance by the Association.

Any employe who is away from his work because of sickness or injury shall not be required to continue his payments to the Association in order to receive the benefits of this agreement for that sickness or injury, and, likewise, any employe who is under treatment at the time this agreement terminates shall be entitled to a continuation of its benefits to the same extent as if the agreement had remained in effect; but no employe shall be entitled to benefits for any sickness or injury that occurs after his last payment through his Employer has expired, unless such employe has continued his payments to the Association.

Any employe, who has not applied for treatment within a period for which his payments apply, shall be deemed not to have been taken sick or injured while under the coverage of this agreement and shall not be entitled to any of its benefits; and any employe, having been under treatment, who fails to report to his attending doctor or to the Association within thirty days after his last preceding treatment, shall be deemed to have recovered from such sickness or injury and shall not be entitled to any further benefits therefor.

The Association shall have the right to alter the provisions of this agreement and/or to adjust the consideration hereof to meet changing conditions or improved methods and practices in the treatment of sickness or injury. Notice of any such change shall be given to the Employer and the employes at least thirty days prior to the date the change is to become effective, and any employe not desiring to remain under the Coverage of the agreement by reason of such change shall have the right to withdraw his membership herefrom by giving written notice to the Association prior to the date the change becomes effective.

3510 This agreement is entered into pursuant to the provisions of Chapter 344, Laws of Oregon for 1941 and all moneys collected from the employes by the Employer or retained from the employes' wages hereunder are subject to the provisions of said law, and the Employer promises to promptly pay over to the Association all moneys so collected or retained as by said law required.

Occupational Coverage: Any employe or any other person included under this agreement who engages in hazardous work as defined by the laws of the state in which he is employed, and who is not covered under the usual compensation insurance available for injuries resulting from such work, shall have the right to come under the Coverage of this agreement for such injuries by making written application to the Association and paying to the Association such premium as the Association shall fix as the Contract Rate for such additional coverage.

This agreement becomes effective on the .... day of .... 194...... and shall remain in effect for a period of one year and from year to year thereafter, subject to termination by either party at the end of any contract year by giving thirty days' written notice to the opposite party prior to its anniversary renewal date; provided that, in the event either party shall violate any provisions of this agreement and shall fail to correct such violation within thirty days after written notice by the other party so to do, said other party shall have the right to terminate this agreement on the first day of any calendar month following.

This agreement applies only to those employes whose names appear on the Employer's regular payrolls, provided that upon request of the Employer the agreement may be extended to the officers and other employes by personal applications subject to acceptance by the Association.

Employers shall, each month, at the time of making payments to the Association, furnish the Association with a statement showing the number of employes appearing on their regular payrolls for which the payment applies, together with the names of the officers and other employes to whom the agreement has been extended.

For the purpose of verifying the names of persons eligible to benefits hereunder and the amounts paid or owing the Association, the Association shall, upon request to the Employer, have access to the Employer's payrolls at all reasonable times.

In witness whereof, the parties hereto have caused these presents to be executed in duplicate by their duly authorized officers.

.... NATIONAL HOSPITAL ASSOCIATION

By .... By .... Gen. Mgr.

Employer Association

Plaintiff's Exhibit 73

S. F. No. 1079—1-42—8M. 613.

3512 MEDICAL AID CONTRACT

Industrial Insurance
Firm No. .... Classifications ....
Contract No. ....
(Leave this space blank)

1. THIS AGREEMENT, made and entered into by and between ....
(Name of employer)

...., of
(Office address)

.................................., Washington, (with the consent
(Location of establishment)

of a majority of his workmen) party of the first part, and
...., of
(Name of contractor)

.........................., Washington, party of the second part,
(Address)

pursuant to Sections 7673 to 7796, inclusive, of Remington's Revised Statutes and acts amendatory thereto (this agreement to apply to the employees of the employer working at ....
(Location of plant)

....

....)

2. WITNESSETH: The party of the second part agrees to furnish and provide all proper and necessary, medical, surgical and hospital services and care to all workmen requiring and entitled to the same (a) by reason of any accidental injury occurring between the .... day of ...., 19........, and the day of ...., 19........, or (b) by reason of any condition of occupational disease enumerated in Section 7679-1 of Remington's Revised Statutes occurring after midnight of June 7, 1939, and the expiration date of this contract, and received while in the employment of the party of the first part during the time such injured workman shall be in any manner entitled thereto by order of the Department of Labor and Industries through the Division of Industrial Insurance, or by virtue of the provisions of Sections 7673 to 7796, inclusive, of Remington's Revised Statutes and acts amen-

datory thereto. As to any such workman so injured during the above period, the obligations of this contract shall continue in full force and effect after the expiration of such contract so long as further treatment is necessary in the opinion of the Supervisor of Industrial Insurance, whether such services and care be continuous or be required by reason of the reopening of the claim of any such injured workman for further treatment after time loss compensation has been discontinued, permanent partial disability award made, or after the injured workman has been placed on the permanent pension roll. Such care and services shall be prompt and efficient without discrimination or favoritism, with as great uniformity as possible and in conformity with the law, and the rules, regulations and practices now or hereafter promulgated by the Division of Industrial Insurance.

3. The liability and obligation of the party of the second part to furnish medical aid treatment to workmen injured during the period of this contract, after the expiration date thereof, shall terminate only when and if the party of the second part shall hereafter cease the performance of all medical aid contracts as provided by Section 7724, of Remington's Revised Statutes, and shall have further paid all levies theretofore made into the medical aid surplus fund as created by the Laws of 1939.

4. The payments to be made under this contract shall be as follows:

(a) The party of the first part shall, not later than the succeeding 15th day of each month during the operative period of this contract, pay to the Department of Labor and Industries 10% of the medical aid rates in effect during each month of the effective dates of this contract; and in addition thereto,

(b) The party of the first part shall pay to the Department of Labor and Industries all class and sub-class medical aid surplus fund levies now or hereafter assessed against the party of the second part upon the following medical aid classifications of employment.

......% for class ....% for class ....% for class ......

......% for class ....% for class ....% for class ......

......% for class ....% for class ....% for class ......

(c) The party of the first part shall, at the expiration of each calendar month, pay to the party of the second part as mutually agreed between the parties, the following amount of compensation as hereinafter more fully specified.

....

....

(Insert above terms of payment under this contract if you so desire. It is not obligatory.)

(d) What was your average number of employees per month during the last twelve months?

....

5. *And provided further,* That the expenses incident to this contract shall be borne one-half by the party of the first part, the employer, and one-half by the employees.

6. *And provided further,* That this contract may be terminated by the Supervisor of Industrial Insurance after a hearing had in conformity with the provisions of Section 7724 of Remington's Revised Statutes and acts amendatory thereto.

3513 7. *And provided further,* That this contract shall not be assignable or transferable by operation of law, or otherwise, except with the consent of the Supervisor of Industrial Insurance endorsed thereon.

8. *And provided further,* If during the operation of this contract any injured workman coming within the provisions of this contract shall not receive proper medical or surgical treatment with reasonable promptness, upon the occurrence of his injury, or at any time during his treatment, the Supervisor of Industrial Insurance may provide such treatment during the emergency at the expense of the party of the first part who may charge such expense and all necessary traveling and subsistence expenses incurred by the injured workman in submitting to such emergency treatment against this contract if not paid by the party of the second part, and such emergency treatment shall continue until supplanted by like treatment under this contract.

9. *And provided further,* When in the opinion of the Supervisor of Industrial Insurance the condition of any injured workman covered by this contract is such that his recovery will be facilitated or hastened by referring him

to a specialist for treatment or operative work, the Supervisor of Industrial Insurance may designate some competent specialist to treat or operate on such injured workman at the expense of the parties hereto, and the party of the first part may charge such expense and all necessary traveling and subsistence expenses incurred by the injured workman in submitting to such treatment if not paid by the party of the second part, against any money due the party of the second part under this contract.

10. *And provided further.* Where the party of the second part determines that the injured workman requires specialized medical or surgical treatment or examination away from the place of his original treatment, the necessary traveling and subsistence expenses incurred by the injured workman in submitting to such examination and/or treatment and returning to the place of his original treatment, shall be borne by the party of the second part.

11. *And provided further,* When a workman injured under the terms of this contract is being treated at a place other than his place of permanent abode and who shall be or shall become ambulatory and who upon being discharged shall require further treatment, the party of the second part agrees that such workman may be transferred to the care of a physician or surgeon at his place of residence at his or its expense under such rules and conditions as may be promulgated by the Director of the Department of Labor and Industries.

12. *And provided further,* The decision of the Supervisor of Industrial Insurance on the question of whether or not an injured workman is entitled to the benefits of Sections 7673 to 7796, inclusive, of Remington's Revised Statutes and acts amendatory thereto, and his decision on all matters of treatment to any injured workman shall be final and conclusive in the absence of an appeal as therein provided.

13. This contract is subject to the provision of Sections 7673 to 7796, inclusive, of Remington's Revised Statutes and to all amendments that may be or have been adopted thereto, and to the rules, regulations and practices now or hereafter promulgated by the Division of Industrial Insurance.

14. This contract shall not become binding until it has been approved by the Supervisor of Industrial Insurance.

Executed in triplicate this .... day of ...., 194...

....
(Firm name)

By ....

....
(Contractor)

By ....

Approved ...., 194....

....
Supervisor of Industrial Insurance.

STATE OF WASHINGTON,
COUNTY OF ...., ss:

...., being first duly sworn, says: I am the .... of ...., the employer named in the attached contract; I have examined the signatures of the employees consenting to the contract on sheets .... to ...., hereto attached, and know of my own knowledge that they are true and authentic signatures of such employees; that I have examined the records of such employer, and know from such examination that the number of men employed in extra-hazardous works and occupation is ...., and that the signatures attached hereto constitute a majority of the employees employed by said employer at the time of the executon of this affidavit.

....

Subscribed and sworn to before me this .... day of
.............................., 194....

....
Notary Public in and for the State of Washington
Residing at ....

Plaintiff's Exhibit 74

3514 TO THE EMPLOYEES
of
AMERICAN INDUSTRIES

COMPLETE
MEDICAL • SURGICAL
and
HOSPITAL CARE
for both
SICKNESS *and* INJURY
FOR LESS THAN 10c PER DAY
and
Wherever You May Be
by
AMERICA'S PIONEER HOSPITAL ASSOCIATION

(Emblem) NATIONAL HOSPITAL ASSOCIATION
PORTLAND 4, OREGON

3515 EMPLOYEES OF AMERICAN INDUSTRIES:

To you goes the credit of being the first to accept that modern plan of paying your doctor and hospital bills while you are well,—*and*

To the National Hospital Association goes the credit of being the first to offer this new plan of security to American workers. That was way back in 1906—long before America thought of World Wars,—it even preceded Workmen's Compensation.

Today the National Hospital Asociation continues to be the leader in this modern field of service, and it is with pride that we present for your consideration the most complete coverage of Prepaid Medical, Surgical and Hospital Care that has ever been offered to industrial employees,—anytime—anywhere.

COMPLETE MEDICAL AND HOSPITAL CARE

National Hospital Association contracts to provide complete medical, surgical and hospital care—both in and out of the hospitals and wherever the Member may be.

The following is a brief itemization of the benefits that are provided.

(1) MEDICAL AND SURGICAL SERVICES, including Operations, Services in the doctors' offices, in the Members' homes, in the hospitals or elsewhere as required.

(2) ATTENTION BY SPECIALISTS whenever care by Specialists is needed.

(3) HOSPITAL CARE in any general hospital, including bed and board, general nursing, diet, medicines, dressings, x-rays, operations, anaesthetics, laboratory tests, serums, and such other facilities with which the selected hospital is equipped. Members may select the hospitals.

(4) PRIVATE SANITARIUM CARE in the treatment of Tuberculosis or Mental Disorders.

(5) SPECIAL NURSING AND PRIVATE ROOMS in the hospitals in cases requiring quiet surroundings and Special Care.

(6) X-RAYS, INCLUDING FLUOROSCOPIC EXAMINATIONS, and Clinical Laboratory Tests, including Blood and Serum Tests and other Clinical Laboratory Examinations.

(7) Metabolism tests for thyroid conditions and electrocardiographic examinations for diseases of the heart.

(8) RADIUM AND X-RAY THERAPY in the treatment of Cancer and other conditions for which Radium and the X-Ray are recognized treatments.

(9) OXYGEN IN THE TREATMENT OF PNEUMONIA or other conditions for which Oxygen is a recognized therapy.

(10) BLOOD TRANSFUSIONS, including Blood Donors, and Blood Plasma, as required.

(11) SERUMS AND ANTITOXINS in the treatment and prevention of Virulent Diseases.

(12) ORTHOPEDIC APPLIANCES, including braces, belts, casts and other appliances as needed:

(13) AMBULANCE in transporting the Member to the hospital, his home or elsewhere.

(14) EXTRACTON OF TEETH in the treatment of diseases and for relief of acute toothache; also treatments for diseases of the gums.

(15) PHYSICAL THERAPY TREATMENTS, including Diathermy, Hydrotherapy, Ultra Violet Ray, Massage, and other recognized therapy.

(16) MEDICINES IN THE HOSPITAL, including serums, penicillin and the various sulpha drugs.

(17) VACCINATIONS AND INOCULATIONS OF MEMBERS who have been exposed to contagious or infectious diseases.

(18) FIRST-AID MATERIALS AND SUPPLIES in company plants for the use of the employees.

(19) BACTERIOLOGICAL EXAMINATIONS OF WATER used by the employees, to test its purity for drinking and other domestic uses.

(20) PROTECTION FOR ITS MEMBERS WHEREVER THEY MAY BE. (National Hospital Association benefits are open to its Members wherever the required services are available.)

(21) FINANCIAL ASSURANCE TO ITS MEMBERS that they will receive the benefits to which they are entitled. (The National Hospital Association maintains a capital and surplus of more than $300,000 as security for its Members.)

TWENTY-FOUR HOURS IN THE DAY—

National Hospital Association members are protected 24 hours in the day. They are entitled to benefits for ACUTE SICKNESS AND PERSONAL INJURIES immediately from the date of their coverage; and after they have been under coverage six months, the contract is extended to TUBERCULOSIS, MENTAL DISORDERS, APOPLEXY AND PARALYSIS, CONDITIONS PECULIAR TO THE MEMBER'S SEX AND TO CHRONIC CONDITIONS, including Cancer, Heart Disease, Anemia, Diabetes, Stomach, Kidney and Gallbladder Diseases, and other chronic ailments.

COSTS OF BENEFITS NOT LIMITED

National Hospital Association contracts do not limit the benefits for its Members to any stated amounts, but provide whatever services the Member's condition requires—regardless of the costs—up to 1 year's doctor's services and 180 days' hospital care for each sickness or injury.

COSTS LESS THAN 10c A DAY

National Hospital Association's Medical, Surgical and Hospitalization Contracts costs the Member less than 10c a day—yet for this small fee, National members are assured the latest and best services and care that medical and hospital science is able to provide.

Employees who leave their jobs and employees who are temporarily away from their work because of job shutdowns or other causes may continue their protection in The National Hospital Association by paying their dues direct to the Association.

3516 HOW NATIONAL HOSPITAL ASSOCIATION CONTRACTS WORK—

For a small monthly fee, which the employees pay to the Association through their employers, the Association provides them with medical, surgical and hospital care and related services when they are sick or injured.

When he is needing services the employee calls his doctor in the usual way. If an operation is necessary or if the doctor orders x-rays or laboratory tests, or any other special work, they are provided for him without charge. If hospital care is needed, he may select any hospital he wishes, and if the service of a specialist is needed, this service is provided for him wherever the required specialist is available.

The employee is given the right to obtain his services from any regularly qualified medical or osteopathic physician—in his home community or in any other medical center, wherever he may be.

HOW THE NATIONAL PAYS

The National Hospital Association pays the regular established fees for the services its Members receive, and does not ask for special rates or discounts from the doctors or hospitals who attend them. Thus National Members are always assured that they will receive the best.

National's responsibility, of course, is always to its Members, but it reserves the right of paying the Member's bills to the Member or direct to his attending doctor or hospital. If the Member has paid his doctor or hospital the National will reimburse him in the full amount to which he is entitled under his contract.

LABOR'S FRIEND

The National Hospital Association has been a constant friend of labor for more than 40 years. During this time it has cared for thousands of men and women in American industries, and has paid millions of dollars in providing them with medical, surgical and hospital care when they were sick or injured.

It has sponsored important laws to protect the interests of labor under the medical and hospitalization contracts.

It is a business organization organized for the benefit of working people.

It is not owned by those who treat its members, and it has no other interest than the welfare of its members.

The National Hospital Association does not claim to be a non-profit organization,—it operates on sound business principles and maintains a sufficient capital to discharge its obligations.

It pays the regular established fees, *without discount*, to the doctors and hospitals who attend its members.

It is endorsed by employees and their employers, and employers gladly cooperate with their employees in providing National Hospital Association coverage in their plants.

You probably can get coverage at less cost, but you will never buy better protection than the protection furnished under the Pre-paid Medical and Hospitalization contracts of the National Hospital Asosciation.

For full particulars, call or write

NATIONAL HOSPITAL ASSOCIATION
732 S.W. Third Avenue, Portland 4, Oregon
Phone ATwater 5291

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Plaintiff's Exhibt 75

3517

CONSTITUTION OF THE UNION COUNTY MEDICAL SOCIETY

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Article II.

Objects and Purposes

The objects and purposes of this Society shall be:

* * * * *

3. To unite with other county and district medical societies in the State of Oregon to compose the Oregon State Medical Society and to function as a component unit of said Oregon State Medical Society.

Article III.

Composition of the Society

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Section 2. Every physician who is licensed to practice medicine and surgery in the State of Oregon, who has resided in Union County or had his principal place of practice in Union County six months or more, who is of good moral and professional standing and who is practicing in accordance with the Principles of Medical Ethics of the American Medical Association, shall be eligible to apply for membership under the conditions prescribed by the constitution and by-laws of this Society.

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Article IV.

Officers

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Section 4. At the annual meeting there shall also be elected the number of delegates and alternate delegates to which the Society shall be entitled under the constitution and by-laws of the Oregon State Medical Society. Such delegates shall attend meetings of the House of

Delegates of the Oregon State Medical Society and represent this Society at such meetings.

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ARTICLE V.

All legislative powers of the Society are vested in the members of the Society, subject to the paramount authority of the Oregon State Medical Society.

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ARTICLE VIII.

Per Capita Tax to Oregon State Medical Society

This Society through its secretary shall collect the per capita tax of the Oregon State Medical Society and pay the same to the Oregon State Medical Society.

ARTICLE IX.

Code and Disciplinary Proceedings

Section 1. The Principles of Medical Ethics of the American Medical Association shall be the code and standard of conduct of this Society, and are hereby incorporated herein the same as though set out in full.

Section 2. Members of the Society may be suspended, expelled or censured in the manner provided by the by-laws of this Society. Members may also be suspended or expelled for failure to pay dues to the Society in the manner provided by the by-laws.

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ARTICLE XI.

Section 1. This constitution shall take effect when at least .... physicians who are eligible for active membership shall subscribe their names to the constitution.

Section 2. Immediately after the required number of subscriptions, a meeting of the Society shall be held, at which time the officers and delegates of the Society shall be elected to serve until the next annual meeting; at said meeting the Society shall apply to the Oregon State Medical Society for a charter as a component unit of the Oregon State Medical Society.

3521 BY-LAWS OF THE UNION COUNTY MEDICAL SOCIETY

CHAPTER I.

Membership

The active membership of this Society shall be composed of physicians who shall subscribe to the constitution of the Society and such physicians who are elected to such status after the taking effect of the constitution and these by-laws.

Section 2. Any physician desiring to become a member of this Society shall make application therefor. The application shall be endorsed by two members in good standing and shall present such information as the Society shall desire to determine whether or not he is eligible for membership. The application shall be read in open Society. At a later meeting of the Society the application shall be voted upon. A 2/3 vote of all present shall be necessary for election.

Section 3. Such application shall be deemed to be an agreement on the part of the applicant to be bound by the constitution and by-laws of this Society, the constitution and by-laws of the Oregon State Medical Society, and actions of the Society and the Oregon State Medical Society taken pursuant to such constitutions and by-laws, exclusive of any other remedy.

Section 4. The annual dues for active members of the Society shall be $5.00, plus the active membership dues of the Oregon State Medical Society. The life members shall pay no annual dues to this Society but shall pay the annual dues of the Oregon State Medical Society.

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3522 Section 6. A member shall be subject to expulsion, suspension or censure for:

(1) Conviction of a criminal offense involving moral turpitude;

(2) Gross misconduct as a citizen or physician;

(3) Violation of the Principles of Medical Ethics of the American Medical Association;

(4) Refusal to obey the constitution or by-laws of this Society or of the Oregon State Medical Society.

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Plaintiff's Exhibit 77

3525 SPECIAL FUEL COVERAGE HOSPITAL A-2 AND MEDICAL AGREEMENT

Memorandum of agreement made and entered into this 8th day of September, 1938, by and between the INDUSTRIAL HOSPITAL ASSOCIATION, an Oregon corporation, hereinafter called the "Association" and ACKLEY LBR. CO., hereinafter called the "Employer":

WITNESSETH:

The Association for the considerations to be paid and the performance by the Employer of the matters and things by him and it to be performed as hereinafter set forth hereby promises and agrees to bear the expense of hospital services, medical and surgical services, including services of specialists, medicines, and medical and surgical supplies, and orthopedic appliances, nursing, dental services, X-ray, laboratory services, ambulance service, and physical-therapy, under the terms of this agreement to and for the employees of the employer in his operations in Klamath Falls for sickness, either during employment or outside of the hours of employment, and for non-occupational personal injuries, said services and the covenants of this agreement being more particularly described as follows:

1. The Association will bear the expense of all necessary medical and surgical treatments, as set forth below, for such employees for injury or for sickness coming under the terms of this agreement, by physicians designated by the Association, and for this purpose the Association agrees to designate one or more duly licensed physicians at Klamath Falls and Portland, Oregon, said physicians to be called only when the injury or illness of the employee is too serious to permit him to call at the physician's office. All services provided for in this contract, except where otherwise stipulated, shall be limited to one year for any one case, condition or injury, which shall be computed from the date when the employee first received care or service under this contract for such injury or illness.

2. EMERGENCY CARE: The Association will bear the expense of emergency care in the event an employee shall be taken sick or meet with a non-occupational personal in-

jury at a time when or a place where it is not possible for him to apply to the Association or to persons or hospitals designated by the Association for rendering such services; it being understood, however, that as soon as employee's condition will permit him to apply to the Association for medical or other services, he shall do so; provided, however, that in all events the Association shall be notified by the employee or some one acting in his behalf, of the fact of the injury or illness and that the employee is receiving emergency care, all within fifteen (15) days from the date when such emergency care is first received or rendered. The failure for any cause whatsoever of the employee to make such application for care, or to give or cause to be given such notification to the Association shall relieve it of any and all responsibility for the care or expense of such employee except for such emergency care of such employee for said period of fifteen (15) days. All emergency services of every kind will be paid for on the basis of the rates and fees then in use by the State Industrial Accident Commission of Oregon for similar services.

3. Subrogation: In the event that an employee who is entitled to the benefits of this agreement shall be injured by a third party, the Association shall be, and is hereby, subrogated to the rights of the employee against said third party to the extent of the disbursements expended by it for his benefit under this contract, and the acceptance by the employee of the benefits hereunder shall constitute such abrogation and the employee shall on the request of the Association, execute and deliver to it, such additional evidences of such subrogation as the Association may, from time to time, require. If the employee fails or refuses to so execute and deliver such additional evidences of subrogation the Association shall be relieved of any and all responsibility to bear any further expense or furnish any further services to such employee because of such injuries and the employee shall be liable to the Association for all costs and expenses theretofore incurred by it in his behalf because of such injuries.

4. Specialists: The expense of services of eye, ear, nose and throat and other specialists when needed will be borne by the Association. The Association shall be liable for the expenses of services of specialists only when such services are deemed necessary by the Association's physicians or surgeons.

5. **Medicines:** All necessary medicines, medical and surgical supplies and orthopedic appliances as may be used or prescribed by the physicians or surgeons of the Association in the treatment of said employees will be furnished at the expense of the Association. In emergency cases, the employer is hereby granted permission to purchase such medical and surgical supplies as in his judgment are necessary for such cases, and the expense thereof shall be defrayed by the Association.

3526 6. **First Aid Supplies:** Medicine chests shall be immediately delivered to the employer and be maintained during the life of this contract at such station or stations as may be indicated by the employer, the chest to contain the usual articles, such as salve, disinfectant, liniments, cotton, bandages, etc., for the use of the employees of the employer who, under this contract, may be entitled to the benefits hereof. The chests and contents not used are to be returned to the Association at the termination of this contract.

7. **Hospital Services:** The Association shall bear the expense of all hospital care and services, which includes ward service, general nurse, use of surgery, x-ray, laboratory, medicines, and medical and surgical attendance, (such medical and surgical attendance to be rendered only by physicians and surgeons designated by the Association), in such general hospitals in Portland, Oregon, and other cities or towns near the place of employment as may be designated by the Association; except that when, in the opinion of the attending physician or surgeon, a private room is necessary, the expense of such private room will be borne by the Association for a period of not over thirty days. Any employee desiring to have private room service may have the same by paying to the hospital the difference between the cost of the private room and the rate charged the Association for ward service. The Association shall not be required to bear the expense of hospital services for longer than six months in any one case, which said six months' hospital service shall not extend beyond the period within which the Association is bound to bear the expense of the physician's service.

8. **Transportation:** The Association shall provide free transportation and necessary ambulance service for conveying the sick and injured to such hospitals as are designated by the Association to render such hospital service.

9. **Dental Services:** The expense of dental service to be borne by the Association consists of treatment for toothache, treatment for acute conditions affecting the gums, extraction of diseased teeth giving acute pain, and dental x-rays and extraction where teeth are abscessed and affecting the employee's general health. Dental services do not include treatment for pyorrhea, fillings, crowns, bridges or artificial teeth, or extraction of unerupted impacted teeth, except when such teeth are acutely infected.

10. **Special Nurses:** When in the judgment of the Association's medical director, general ward nursing service is not adequate, the Association will bear the expense of the services of special nurses in the hospital for not more than thirty days in any one case.

11. **X-ray Service:** The expense of x-ray service will be borne by the Association in case of fractures or suspected fractures, and in all other cases when deemed necessary or advisable by the surgeons designated by the Association.

12. **Physical Therapy:** The expense of physical therapy treatments will be borne by the Association in all cases when in the judgment of the medical director of the Association such treatments may be necessary.

13. **Prophylactic Measures:** The Association shall furnish such prophylactic measures as may be reasonably necessary in combatting the spread of disease among employees of the employer, including analysis of the drinking water, fumigation of the camps that may have been occupied by contagious patients, and vaccination and inoculation of employees to combat infection and spread of infectious or contagious diseases, such as smallpox and typhoid fever.

14. **Coverage:** This agreement shall cover the following:

Hospital care, the services of physicians, surgeons, and specialists, including surgical operations and other services provided for by this agreement, as needed for the following conditions:

a. Accidental personal injuries, except those injuries which are within the scope of the Workmen's Compensation Law or other insurance which covers occupational injuries.

b. Acute sickness, other than those enumerated in the paragraph hereof entitled "*Exemptions*", whether occurring during or outside the hours of employment. The term "acute sickness" as used in this agreement means those ailments that develop quickly and run their course, as differentiated from ailments that develop more slowly over a longer period of time and are more or less chronic in their nature.

c. Chronic conditions, except those enumerated in the paragraph hereof entitled *Exemptions*, that become acute will be treated. This will include the expense of hospital care and surgical operations, when needed, for such conditions as stomach ulcers, gall stones, kidney stones, hemorrhoids, and other ailments of this nature.

d. Diseased or infected tonsils will be removed when needed.

e. The expense of operations on nose and sinuses will be borne by the Association when such operations are deemed necessary by physicians designated by the Association.

f.. Cancers will be treated, including surgical operation or treatment by radium, when such operations or treatments are deemed necessary by physicians designated by the Association.

g. Tuberculosis will be treated, including hospital or sanitorium care for not more than three months in any one case when deemed necessary by physicians designated by the Association.

3527 15. New Employees: By the term "new employees", is meant any person who comes under the protection of this agreement subsequent to the effective date thereof. New employees shall not be entitled to services for chronic conditions, as provided in paragraphs c, d, e, f, and g of Section 14, which may acutely manifest themselves during the first six months of employment under the protection of this contract. Provided, however, that new employees will be given credit for time of employment elsewhere under the protection of the Industrial Hospital Association's contracts which cover such conditions, when such employment immediately precedes employment under the protection of this contract. In the event that this contract is a renewal of a like or substantially similar form of contract, all employees shall be deemed "new employees" until they have been employees of the employer for six months.

16. EXEMPTIONS: The services provided for herein shall not apply to any disease, condition, deformity, infirmity or accidental injury which definitely existed at the time the afflicted employee came under the protection of this contract, or to cases of insanity, attempted suicide, injuries received in or arising from brawls, fights or riots, in which the employee was the aggressor, or those resulting in whole or in part from the use by the employee of intoxicating liquor, narcotics or drugs, conditions resulting from the use of intoxicating liquors, narcotics or drugs, venereal diseases or conditions arising therefrom, pyorrhea, pregnancy or child birth, or sickness active at the time of coming under this contract.

The Association shall not be required to bear the expense of hospital, nursing or ambulance services for diseases subject to quarantine, or for afflictions or diseases that become epidemic, but the Association shall bear the expense of doctors' services and necessary medicines in such circumstances.

To make it financially possible for the Association to furnish this expensive service for the small fee charged, it is agreed between the parties hereto that employees requiring hospital care, surgical operations, or medical or other services hereunder for any of the conditions named herein, shall be entitled to the same only in hospitals designated by the Association for rendering such services and when attended by physicians, surgeons, specialists, and dentists designated by the Association for this purpose.

17. TRAVELING EMPLOYEES: For the protection of employees who are entitled to the benefit of this agreement, and who, during absence from the districts in which the Association has designated medical representatives, may be taken sick or meet with personal injury, the Association will pay, at its usual rates for such services, for necessary medical, surgical and hospital services in the nearest city in which suitable services may be obtained; provided that such employees shall not absent themselves from the district served by the Association for the express purpose of obtaining medical, surgical or hospital care.

18. Employees, who are under the protection of this agreement at the time of leaving their employment with the employer and whose previous health and accident rec-

ord and present physical condition are satisfactory to the Association, may, under rules and regulations which the Association may from time to time prescribe, continue such protection, by giving immediate written notice to the Association of such termination of employment and by paying dues of $2.00 per month in advance to the home office of the Association; provided that either the Association or the ex-employee may terminate such coverage at the first day of any calendar month without notice, but such cancellation shall not deprive the ex-employee of the benefits provided for herein for any injury or sickness for which he was under the care of the Association at the time of such cancellation; provided further, however, if said employees are ill or under a doctor's care at the time of leaving said employment, the Association shall have the right to terminate said protection for such employees upon fulfilling all the obligations imposed upon the Association for the care and treatment of said employees for the condition or conditions existing at the time of leaving said employment.

19. The Association agrees that it will, at its own sole cost and expense, defend the employer against all claims, demands, actions or suits arising out of any breach or default or alleged breach or default in respect to the matters provided for herein, to be done or performed by or through the Association, and that it will pay, or cause to be paid, any judgment that may be rendered against the said employer on account of any of said matters.

The Association further agrees that it will, at its own cost and expense procure and keep in force during the term of this contract, and any extensions thereof, a policy or policies of liability insurance in an amount not less than $25,000, issued by a responsible insurance company or companies, which policy and/or policies shall provide indemnity in the name of the Association from and against all claims, demands, actions or suits arising out of any malpractice in the performance by the Association, its officers, agents or employees in the carrying out of the terms and conditions of said contract.

The Association will employ necessary counsel to appear on behalf of the Employer and to defend any suit or action brought against the Employer on account of any claim or demand arising out of the services covered by this agreement.

If claim shall be made or action be brought against the Employer for damages or other relief covered by this agreement, the Employer shall immediately notify the Association, and shall immediately forward to it every summons or other paper or process served on or received by it in connection therewith.

3528 The Employer, when requested in writing by the Association so to do, shall aid the Association in effecting settlement, securing information, evidence, and the attendance of witnesses, and shall attend upon any hearing or hearings in court when so requested by the Association or its representative, but the Employer shall not voluntarily assume or admit any liability, settle any claim or interfere in any settlement or legal proceedings, or incur any expense in connection therewith without the consent of the Association previously given in writing.

Neither the Employer nor any of its officers, representatives, or agents shall promote or encourage any such claim, demand, action or suit.

20. In consideration of the agreement hereinbefore set forth to be performed by the Association, the Employer agrees that he will pay to the Association on or before the 15th day of each and every calendar month while this agreement shall remain in effect, as follows:

Two dollars ($2.00) for each and every employee of the employer employed at the place hereinbefore mentioned who began his employment on or before the 15th day of the preceding calendar month and was employed four or more days in said month.

One dollar ($1.00) for each employee who began his employment after the 15th day of the preceding calendar month and was employed four or more days in said month.

Ten cents (10c) per day for each employee who shall have been employed three days or less in the preceding calendar month, but in that event such employee shall be entitled to the protection of this contract only for injury occurring or sickness becoming acute on or during the specific days for which such payments shall have been made, and in no event shall he be entitled to the benefits of this contract as to pre-existing conditions which may manifest themselves on or during such days.

The employer shall have no power or authority to bind the Association or extend the protection of this contract for the benefit of any employee by deduction from wages or by payment in advance to the Association for any period beyond the last day of the calendar month in which the employment of such employee is terminated, unless by written agreement between the employer and Association in each such instance.

It is mutually agreed that the amounts herein mentioned are to be deducted by the employer from the wages of his employees, as authorized by sections 49-1501, 49-1511 of Oregon Laws and acts amendatory thereof, and be held in trust until paid over to the Association as provided for by this Agreement.

21. The Employer shall not be required to pay to the Association the hospital fee for the current month for any person who, upon entering the employment of the Employer, shall hold a hospital ticket entitling him to medical, surgical and hospital accommodations in any hospital association in Oregon or Washington. This exemption in the payment of hospital dues shall apply only to the month in which such employee begins his employment with the Employer. The Association shall not be required to furnish any of the services stipulated herein for any accidental injury received outside of employment or for any sickness contracted during the period for which the Employer is exempted from paying hospital fees, it being the intention that for such injury or sickness said employee shall apply for hospital and medical services to the hospital association represented by the hospital ticket he holds.

22. It is further understood and agreed by and between the parties hereto that in case any employee for whom the Employer has paid to the Association the hospital fees for any calendar month or payroll period, or has deducted such amount from the wages due said employee in settlement of same, and shall have paid to the Association the sums in this contract provided, shall leave the employ of the Employer before said calendar month or payroll period shall have expired he shall be entitled, notwithstanding such fact, to all the benefits provided by this agreement for injuries and diseases which the Association undertakes by this contract to take care of which may occur to said employee during such period of time as such services are paid for.

23. In the event of the violation by the Association of any of its duties hereunder, the employer may cause written notice of such failure or default to be served upon the Association, and in the event the Association fails or neglects to cure such violation or default within a reasonable time thereafter, the employer may cancel this contract on the first day of the calendar month following such notice.

24. In the event of the violation, failure or default on the part of the employer of any of the provisions in this contract by him or it to be done or performed, in addition to any other remedy or relief from liability, the Association may, at its option, cancel and annual this contract effective on the first day of the calendar month following.

3529 25. Time is of the essence of this agreement, and any waiver by the Association of the strict and timely performance of any provisions hereof by the employer to be done and performed, shall not be construed as a waiver of the strict and timely performance of any other or subsequent failure or breach of the same or any other provision of this agreement.

26. It is further understood and agreed by and between the parties hereto that this contract shall take effect on the 16th day of September A.D. 1938, at 12:01 o'clock A.M., and shall remain in full force and effect for a period of one year thereafter.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in duplicate, by their respective officers, pursuant to authority heretofore granted by their board of directors this 8th day of September A.D., 1938.

INDUSTRIAL HOSPITAL ASSOCIATION (Seal)
By (Signed) WILL T KIRK
Its General Manager

ACKLEY LBR. CO. (Seal)
By (Signed) H. M. ACKLEY.

Executed in presence of:

(Signed) WELDON H. KIRK

Plaintiff's Exhibit 78

3530 SPECIAL FULL COVERAGE HOSPITAL AND MEDICAL AGREEMENT B

Memorandum of agreement made and entered into this 21st day of July, 1939, by and between the INDUSTRIAL Hos-

PITAL ASSOCIATION, an Oregon corporation, hereinafter called the "Association" and THE ALADDIN COMPANY, hereinafter called the "Employer":

WITNESSETH:

The Association for the considerations to be paid and the performance by the Employer of the matters and things by him and it to be performed as hereinafter set forth hereby promises and agrees to bear the expense of hospital services, medical and surgical services, including services of specialists, medicines and medical and surgical supplies in the hospital, and vaccines and serums in the prevention of diphtheria, rabies and tetanus and for the treatment of diphtheria and pneumonia, and orthopedic appliances, nursing, dental services, X-ray, laboratory services, ambulance service, and physical-therapy, under the terms of this agreement to and for the employees of the employer, who, under the terms of this agreement, have elected to accept the obligations and benefits of this agreement, for sickness, either during employment or outside of the hours of employment, and for non-occupational personal injuries, said services and the covenants of this agreement being more particularly described as follows:

1. The Association will bear the expense of all necessary medical and surgical treatments, as set forth below, for such employees for injury or for sickness coming under the terms of this agreement, by physicians designated by the Association, and for this purpose the Association agrees to designate one or more duly licensed physicians at .... and Portland, Oregon, said physicians to be called only when the injury or illness of the employee is too serious to permit him to call at the physician's office. All services provided for in this contract, except where otherwise stipulated, shall be limited to one year for any one case, condition or injury, which shall be computed from the date when the employee first received care or service under this contract for such injury or illness.

2. EMERGENCY CARE: The Association will bear the expense of emergency care in the event an employee shall be taken sick or meet with a non-occupational personal injury at a time when or a place where it is not possible for him to apply to the Association or to persons or hospitals designated by the Association for rendering such services; it being understood, however, that as soon as employee's condition will permit him to apply to the Association for

medical or other services, he shall do so; provided, however, that in all events the Association shall be notified by the employee or some one acting in his behalf, of the fact of the injury or illness and that the employee is receiving emergency care, all within fifteen (15) days from the date when such emergency care is first received or rendered. The failure for any cause whatsoever of the employee to make such application for care, or to give or cause to be given such notification to the Association shall relieve it of any and all responsibility for the care or expense of such employee except for such emergency care of such employee for said period of fifteen (15) days. All emergency services of every kind will be paid for on the basis of the rates and fees then in use by the State Industrial Accident Commission of Oregon for similar services.

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4. SPECIALISTS: The expense of services of eye, ear, nose and throat and other specialists when needed will be borne by the Association. The Association shall be liable for the expenses of services of specialists only when such services are deemed necessary by the Association's physicians or surgeons.

3531 5. MEDICINES: The Association will bear the expense of furnishing necessary medicines while an employee is confined as a patient in the hospital, and when requested by one of the Association's designated physicians will furnish vaccines and serums in the prevention of diphtheria, rabies and tetanus and for the treatment of pneumonia and diphtheria, and will furnish orthopedic appliances as may be used or prescribed by the Association's designated physicians or surgeons in the treatment of said employees, except that the Association will not furnish artificial limbs, eyes or permanent braces.

6. HOSPITAL SERVICES: The Association will bear the expense of hospital care and services, which includes ward service, general nurse, use of surgery, x-ray, laboratory, medicines, and medical and surgical attendance, (such medical and surgical attendance to be rendered only by physicians and surgeons designated by the Association), in such general hospitals in Portland, Oregon, and other cities or towns near the place of employment as may be designated by the Association; except that when, in the opinion of the attending physician or surgeon, a private room is necessary, the expense of such private room will be borne by the Association for a period of not over thirty

days. Any employee desiring to have private room service may have the same by paying to the hospital the difference between the cost of the private room and the rate charged the Association for ward service. The Association shall not be required to bear the expense of hospital services for longer than six months in any one case, which said six months' hospital service shall not extend beyond the period within which the Association is bound to bear the expense of the physician's service.

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8. Dental Services: The expense of dental service to be borne by the Association consists of treatment for toothache, treatment for Vincent's Angina or trench mouth, extraction of diseased teeth giving acute pain, and dental x-rays and extraction where teeth are abscessed and affecting the employee's general health. Dental services do not include treatment for pyorrhea, fillings, crowns, bridges or artificial teeth, or extraction of unerupted impacted teeth, except when such teeth are acutely infected.

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11. Clinical Laboratory Service: Clinical laboratory findings will be provided by the Association as directed by the attending physician.

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14. Coverage: This agreement shall cover the following:

Hospital care, the services of physicians, surgeons, and specialists, including surgical operations and other services provided for by this agreement, as needed for the following conditions:

a. Non-occupational personal injuries.

• • • • •

g. Tuberculosis will be treated, including hospital or sanitorium care for not more than three months in any one case when deemed necessary by physicians designated by the Association, except that this provision shall not apply to any employee who is eligible for treatment for tuberculosis in any United States governmental hospital.

3532 15. New Employees: By the term "new employees", is meant any person who comes under the protection of this agreement subsequent to the effective date thereof. New employees shall not be entitled to services for chronic conditions, as provided in paragraphs c, d, e, f, and g of Section 14, which may acutely manifest themselves during the first six months of employment under the protection of this contract. Provided, however, that new employees will be given credit for time of employment elsewhere under the protection of the Industrial Hospital Association's contracts which cover such conditions, when such employment immediately precedes employment under the protection of this contract. In the event that this contract is a renewal of a like or substantially similar form of contract, all employees shall be deemed old employees as soon as they have been under the coverage of the Industrial Hospital Association's medical contracts for six consecutive months.

16. Credit For Time Employed: In the event that this agreement is a successor to a like or substantially similar agreement of another hospital association, employees covered hereunder will be given credit for the time they were under the protection of said contract immediately preceding this contract in so far as computing the six months waiting period for chronic diseases is concerned.

17. Temporary Layoffs: In the event that employees under the protection of this agreement may be laid off from work temporarily for any cause whatsoever they may continue their hospital and medical protection by paying their dues individually in advance to the Association or by making other mutually satisfactory arrangements for the payment of dues. If such temporary layoff should extend beyond a period of three months then each employee will become subject to the provisions of paragraph 20 of this agreement and, if eligible for coverage, will be issued an individual membership agreement upon the payment of dues.

18. Exemptions: The services provided for herein shall not apply to any disease, condition, deformity, infirmity or accidental injury which definitely existed at the time the afflicted employee came under the protection of this contract, or to cases of insanity, attempted suicide, injuries resulting in whole or in part from the use by the employee of intoxicating liquor, narcotics or drugs, conditions resulting from the use of intoxicating liquors, narcotics or drugs, venereal diseases or conditions arising therefrom, pyorrhea, pregnancy or child birth, or sickness active at the time of coming under this contract. Employees will not be entitled to services for chronic conditions, as

provided in paragraphs c, d, e, f and g of Section 14, until they have been under the coverage of the Industrial Hospital Association for six consecutive months, except when employees are entitled to credit as provided for in paragraph 16 hereof:

The Association shall not be required to bear the expense of hospital, nursing or ambulance services for diseases subject to quarantine, or for afflictions or diseases that become epidemic, but the Association shall bear the expense of doctors' services in such circumstances.

To make it financially possible for the Association to furnish this extensive service for the small fee charged, it is agreed between the parties hereto that employees requiring hospital care, surgical operations, or medical or other services hereunder for any of the conditions named herein, shall be entitled to the same only in hospitals designated by the Association for rendering such services and when attended by physicians, surgeons, specialists, and dentists designated by the Association for this purpose.

19. TRAVELING EMPLOYEES: For the protection of employees who are entitled to the benefit of this agreement, and who, during absence from the districts in which the Association has designated medical representatives, may be taken sick or meet with personal injury, the Association will pay, at its usual rates for such services, for necessary medical, surgical and hospital services in the nearest city in which suitable services may be obtained; provided that such employees shall not absent themselves from the district served by the Association for the express purpose of obtaining medical, surgical or hospital care.

* * * * *

21. The Association agrees that it will, at its own sole cost and expense, defend the employer against all claims, demands, actions or suits arising out of any breach or default or alleged breach or default in respect to the matters provided for herein, to be done or performed by the Association, its agents, representatives or employees, and that it will pay, or cause to be paid, any judgment that may be rendered against the said employer on account of any of said matters.

3533 The Association further agrees that it will, at its own cost and expense procure and keep in force during the term of this contract, and any extensions thereof, a policy or policies of liability insurance in an amount not less than $25,000, issued by a responsible insurance company or companies, which policy and/or policies shall provide indemnity in the name of the Association from and against all claims, demands, actions or suits arising out of any mal-practice in the performance by the Association, its officers, agents or employees in the carrying out of the terms and conditions of said contract.

The Association will employ necessary counsel to appear on behalf of the Employer and to defend any suit or action brought against the Employer on account of any claim or demand arising out of the services covered by this agreement to be done or performed by the Association.

If claim shall be made or action be brought against the Employer for damages or other relief covered by this agreement, the Employer shall immediately notify the Association, and shall immediately forward to it every summons or other paper on process served on or received by it in connection therewith.

The Employer, when requested in writing by the Association so to do, shall aid the Association in effecting settlement, securing information, evidence, and the attendance of witnesses, and shall attend upon any hearing or hearings in court when so requested by the Association or its representative, but the Employer shall not voluntarily assume or admit any liability, settle any claim or interfere in any settlement or legal proceedings, or incur any expense in connection therewith without the consent of the Association previously given in writing.

Neither the Employer nor any of its officers, representatives, or agents shall promote or encourage any such claim, demand, action or suit.

22. In consideration of the agreements hereinbefore set forth to be performed by the Association, the employer agrees to deduct from the wages of his employees, who have elected to accept the obligations and benefits of this agreement, and pay to the Association on or before the 15th day of each month the following sums:

Two dollars ($2.00) per calendar month for each employee covered by this agreement.

New employees shall have the privilege of coming under this agreement on the first day of any month, provided that their names shall have been reported in writing to the Association on or before the 5th day of such month, and the premiums for such employee shall have been paid to the Association on or before the 15th day of such month; provided, however, that the Association shall have the right to require a formal application on blanks furnished by the Association or a physical examination of any new employee before accepting such employee under the coverage of this agreement and to reject any employee whom it does not believe to be an acceptable risk. If the Association shall not demand a formal application or such physical examination within ten days after it receives notice as herein provided, or shall not, within ten days after such formal application has been received or physical examination has been completed, reject such employee, it shall be presumed that the Association has accepted such employee.

The employer shall have no power or authority to bind the Association or extend the protection of this contract for the benefit of any employee by deduction from wages or by payment in advance to the Association for any period beyond the last day of the calendar month in which the employment of such employee is terminated, unless by written agreement between the employer and Association in each such instance.

It is mutually agreed that the amounts herein mentioned are to be deducted by the employer from the wages of his employees, as authorized by sections 49-1501, 49-1511 of Oregon Laws and acts amendatory thereof, and be held in trust until paid over to the Association as provided for by this Agreement.

23. The employer agrees to furnish the Association on or before the 5th day of each month, a written statement containing the names of all new employees who have elected to come under this agreement for such month. Only employees whose names have been so furnished to the Association and whose applications have been accepted as provided for in Section 19 hereof shall be entitled to the benefits of this agreement. The failure of the employer to furnish the name of any employee or employees in the manner and at the time herein provided and the failure of any employee to make application for coverage as herein provided shall relieve the Association of any liability or responsibility to such employee for any services or benefits to which he might otherwise be entitled under this contract, and arising out of any injury, illness or disability occurring, arising or manifesting itself during the calendar month or months during which the name of such employee or employees is not furnished the Association. The Association agrees on or before the 15th day of each month to submit to the Employer a list of names of all employees shown

by its records who are entitled to the benefits of this agreement for the then calendar month.

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Plaintiff's Exhibit 81

3535 SPECIAL FULL COVERAGE HOSPITAL AND MEDICAL AGREEMENT B

Memorandum of agreement made and entered into this 25 day of June, 1942, by and between the INDUSTRIAL HOSPITAL ASSOCIATION, an Oregon corporation, hereinafter called the "Association" and ASTORIA TRANSIT Co., hereinafter called the "Employer":

WITNESSETH:

The Association for the considerations to be paid and the performance by the Employer of the matters and things by him and it to be performed as hereinafter set forth hereby promises and agrees to bear the expense of hospital services, medical and surgical services, including services of specialists, medicines and medical and surgical supplies in the hospital, and vaccines and serums in the prevention and treatment of virulent diseases, such as pneumonia, diphtheria, typhoid fever, infantile paralysis, erysipelas, meningitis, tetanus and rabies, and orthopedic appliances, nursing, dental services, X-ray, laboratory services, ambulance service, and physical-therapy, under the terms of this agreement to and for the employees of the employer who under the terms of this agreement, have elected to accept the obligations and benefits of this agreement in his operations in Astoria for sickness, either during employment or outside of the hours of employment, and for nonoccupational personal injuries, said services and the covenants of this agreement being more particularly described as follows:

1. The Association will bear the expense of all necessary hospitalization and medical and surgical treatments, as set forth below, for such employees for injury or for sickness coming under the terms of this agreement, by hospitals and physicians (including osteopathic physicians) designated by the Association, said physicians to be called only when the injury or illness of the employee is too serious to permit

him to call at the physician's office. Employees are to have their choice of designated hospitals and physicians, and in the event that a physician designated by the Association is not available or the Association has failed to designate one or more physicians as herein provided, then the employee entitled to medical service under the terms of this agreement may obtain the services of a physician, licensed by the State Board of Medical Examiners, of his own selection and the Association hereby agrees, upon receipt from the physician of an itemized statement of services rendered and a medical report of complaint or diagnosis of condition treated, to pay either directly to said physician or reimburse said employee on the same basis as the Association would have paid to one of its designated physicians for similar services. In all instances the Association is to be governed by the judgment of the Association's medical director as to what services are necessary in the treatment of any case coming under the coverage of this agreement. All services provided for in this contract, except where otherwise stipulated, shall be limited to one year for any one case, condition or injury, which shall be computed from the date when the employee first received care or service under this contract for such condition, injury or illness.

2. EMERGENCY CARE: The Association will bear the expense of emergency care in the event an employee shall be taken sick or meet with a non-occupational personal injury at a time when or a place where it is not possible for him to apply to the Association or to persons or hospitals designated by the Association for rendering such services; it being understood, however, that as soon as employee's condition will permit him to apply to the Association for medical or other services, he shall do so; provided, however, that in all events the Association shall be notified by the employee or some one acting in his behalf, of the fact of the injury or illness and that the employee is receiving emergency care, all within fifteen (15) days from the date when such emergency care is first received or rendered. The failure for any cause whatsoever of the employee to make such application for care, or to give or cause to be given such notification to the Association shall relieve it of any and all responsibility for the care or expense of such employee except for such emergency care of such employee for said period of fifteen (15) days. All emergency services of every kind will be paid for on the basis of the rates

and fees then in use by the State Industrial Accident Commission of Oregon for similar services.

3. Specialists: The expense of services of eye, ear, nose and throat and other specialists when needed will be borne by the Association.

* * * * *

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3536

5. Hospital Services: The Association will bear the expense of hospital care and services, which includes ward service, general nurse, use of surgery, x-ray, laboratory, medicines, and medical and surgical attendance, in such general hospitals in Portland, Oregon, and other cities or towns near the place of employment as may be designated by the Association; except that when the nature of the illness or injury is such that a private room is necessary, the expense of such private room will be borne by the Association for a period of not over thirty days. Any employee desiring to have private room service may have the same by paying to the hospital the difference between the cost of the private room and the rate charged the Association for ward service. The Association shall not be required to bear the expense of hospital services for longer than six months in any one case, which said six months' hospital service shall not extend beyond the period within which the Association is bound to bear the expense of the physician's service.

6. Chiropractic Services: The Association will bear the expense of services by Chiropractic physicians, except that the Association shall not be liable for the expense of more than three treatments in any case unless authorization for such treatments has been obtained from the Association in advance.

7. Transportation: The Association shall provide free transportation and necessary ambulance service for conveying the sick and injured to the hospital.

* * * * *

(This exhibit contains the same provisions as paragraphs 8, 11, 14, 14a, 14d, 15, 16, 17, 19 of Exhibit 78.)

Plaintiff's Exhibit 84

3541 SPECIAL FULL COVERAGE HOSPITAL AND MEDICAL AGREEMENT B-2**

Memorandum of agreement made and entered into this 10th day of December, 1945, by and between the INDUSTRIAL HOSPITAL ASSOCIATION, an Oregon corporation, hereinafter called the "Association" and BUCKLEY LUMBER Co., hereinafter called the "Employer":

WITNESSETH:

The Association for the considerations to be paid and the performance by the Employer of the matters and things by him and it to be performed as hereinafter set forth hereby promises and agrees to bear the expense of hospital services, medical and surgical services, including services of specialists, medicines and medical and surgical supplies in the hospital, and vaccines and serums in the prevention and treatment of virulent diseases, such as pneumonia, diphtheria, typhoid fever, infantile paralysis, erysipelas, meningitis, tetanus and rabies, and orthopedic appliances, nursing, dental services, X-ray, laboratory services, ambulance service, and physical-therapy, under the terms of this agreement to and for the employees of the employer who are to be covered under the agreement in his operations in Oregon for non-occupational sickness, either during employment or outside of the hours of employment, and for non-occupational personal injuries, said services and the covenants of this agreement being more particularly described as follows:

1. The Association will bear the expense of all necessary hospitalization and medical and surgical treatments, as set forth below, for such employees for injury or for sickness coming under the terms of this agreement, by hospitals and physicians (including osteopathic physicians) designated by the Association, said physicians to be called only when the injury or illness of the employee is too serious to permit him to call at the physician's office. Employees are to have their choice of designated hospitals and physicians, and in the event that a physician designated by the Association is not available or the Association has failed to designate one or more physicians as herein provided, then the employee entitled to medical service under the terms of this agreement may obtain the

services of a physician, licensed by the State Board of Medical Examiners, of his own selection and the Association hereby agrees, upon receipt from the physician of an itemized statement of services rendered and a medical report of complaint or diagnosis of condition treated, to pay either directly to said physician or reimburse said employee on the same basis as the Association would have paid to one of its designated physicians for similar services. In all instances the Association is to be governed by the judgment of the Association's medical director as to what services are necessary in the treatment of any case coming under the coverage of this agreement. All services provided for in this contract, except where otherwise stipulated, shall be limited to one year for any one case, condition or injury, which shall be computed from the date when the employee first received care or service under this contract for such condition, injury or illness.

2. Emergency Care: The Association will bear the expense of emergency care in the event an employee shall be taken sick or meet with a non-occupational personal injury at a time when or a place where it is not possible for him to apply to the Association or to persons or hospitals designated by the Association for rendering such services; it being understood, however, that as soon as employee's condition will permit him to apply to the Association for medical or other services, he shall do so; provided, however, that in all events the Association shall be notified by the employee or some one acting in his behalf, of the fact of the injury or illness and that the employee is receiving emergency care, all within fifteen (15) days from the date when such emergency care is first received or rendered. The failure for any cause whatsoever of the employee to make such application for care, or to give or cause to be given such notification to the Association shall relieve it of any and all responsibility for the care or expense of such employee except for such emergency care of such employee for said period of fifteen (15) days. All emergency services of every kind will be paid for on the basis of the rates and fees then in use by the State Industrial Accident Commission of Oregon for similar services.

3. Specialists: The expense of services of eye, ear, nose and throat and other specialists when needed will be borne by the Association.

4. Medicines: The Association will bear the expense of furnishing necessary medicines while an employee is confined as a patient in the hospital, and when requested by one of the Association's designated physicians will bear the expenses of serums and antitoxins used in the treatment of existing virulent diseases such as pneumonia, diphtheria, typhoid fever, infantile paralysis, erysipelas, meningitis, tetanus and rabies, and the prevention where the employee has been definitely exposed to a virulent disease for which a serum or antitoxin is the accepted prophylaxis, but not in the prevention or treatment of ordinary respiratory condition or diseases that are non-malignant in character, and the Association will not furnish artificial limbs, eyes or permanent braces. Insulin will be furnished in the treatment of diabetes.

3542 5. Hospital Services: The Association will bear the expense of hospital care and services, which includes ward service, general nurse, use of surgery, x-ray, laboratory, medicines, and medical and surgical attendance, in such general hospitals in Portland, Oregon, and other cities or towns near the place of employment as may be designated by the Association; except that when the nature of the illness or injury is such that a private room is necessary, the expense of such private room will be borne by the Association for a period of not over thirty days. Any employee desiring to have private room service may have the same by paying to the hospital the difference between the cost of the private room and the rate charged the Association for ward service. The Association shall not be required to bear the expense of hospital services for longer than six months in any one case, which said six months' hospital service shall not extend beyond the period within which the Association is bound to bear the expense of the physician's service.

6. First-Aid Supplies: The Association will furnish such medicine cabinets as may be required and the usual first-aid articles, such as disinfectants, salve, liniments, cotton, bandages, etc., for the use of the employees under the coverage of this agreement. The cabinets, and contents not used, are to be returned to the Association at the termination of this contract.

7. Transportation: The Association will pay for transportation and necessary ambulance service for conveying the sick and injured to the hospital.

8. **Dental Services:** The expense of dental service to be borne by the Association consists of treatment for toothache, treatment for Vincent's Angina or trench mouth, extraction of diseased teeth giving acute pain, and dental x-rays and, after an employee has been under the coverage of this Agreement for six consecutive months, full mouth extractions where teeth are abscessed and affecting the employee's general health. Dental services do not include treatment for pyorrhea, fillings, crowns, bridges or artificial teeth, or extraction of unerupted impacted teeth, except when such teeth are acutely infected and the employee has been under coverage six consecutive months.

* * * * *

15. **Coverage:** This agreement shall cover the following:

Hospital care, the services of physicians, surgeons, and specialists, including surgical operations and other services provided for by this agreement, as needed for the following conditions:

a. Non-occupational personal injuries and diseases. (Non-occupational injuries shall mean injuries sustained at a time when the employee is not engaged for any employer or for himself in perfoming services, work or labor contemplating monetary remuneration or profit.

b. Acute sickness, other than those enumerated in paragraph 20 hereof entitled *"Exemptions"*, whether occuring during or outside the hours of employment. The term "acute sickness" as used in this agreement means those ailments that develop quickly and run their course, as differentiated from ailments that develop more slowly over a longer period of time and are more or less chronic in their nature.

c. Chronic conditions, except those enumerated in paragraph 20 hereof entitled *"Exemptions"*, that become acute will be treated. This will include the expense of hospital care and surgical operations, when needed, for such conditions as stomach ulcers, gall stones, kidney stones, hemorrhoids, and other ailments of this nature.

d. Diseased or infected tonsils will be removed when needed.

e. The expense of operations on nose and sinuses will be borne by the Association.

f. Cancers will be treated, including surgical operation or treatment by radium.

g. Tuberculosis will be treated, including hospital or sanitorium care for not more than three months in any one case, except that this provision shall not apply to any employee who is eligible for treatment for tuberculosis in any United States governmental hospital.

h. Any complications or conditions arising as a result of a sickness or injury for which an employee is receiving benefits hereunder shall be considered a part of the original sickness or injury and not as a separate and distinct cause.

3544 22. TRAVELING EMPLOYEES: For the protection of employees who are entitled to the benefit of this agreement, and who, during absence from the districts in which the Association has designated medical representatives, may be taken sick or meet with personal injury, the Association will pay, at its usual rates for such services, for necessary medical, surgical and hospital services in the nearest city in which suitable services may be obtained; provided that such employees shall not absent themselves from the district served by the Association for the express purpose of obtaining medical, surgical or hospital care.

* * * * *

Plaintiff's Exhibit 86

3547 Automatic

SPECIAL FULL COVERAGE HOSPITAL AND MEDICAL AGREEMENT

Memorandum of agreement made and entered into this 3rd day of March, 1947, by and between the INDUSTRIAL HOSPITAL ASSOCIATION, an Oregon corporation, hereinafter called the "Association" and C. C. CAHILL, LOGGER, hereinafter called the "Employer":

WITNESSETH:

The Association for the considerations to be paid and the performance by the Employer of the matters and things by him and it to be performed as hereinafter set forth hereby promises and agrees to bear the expense of hospital services, medical and surgical services, including services of specialists, medicines and medical and surgical supplies in the hospital, and vaccines and serums in the prevention and treatment of virulent diseases, such as pneumonia, diphtheria, typhoid fever, infantile paralysis, erysipelas, meningitis, tetanus and rabies, and orthopedic appliances, nursing, dental services, X-ray, laboratory services, ambulance service, and physical-therapy, under the terms of this agreement to and for the employees of the employer who are to be covered under the agreement in his operations in Oregon for non-occupational sickness, either during employment or outside of the hours of employment, and for non-occupational personal injuries, said services and the covenants of this agreement being more particularly described as follows:

1. The Association will bear the expense of all necessary hospitalization and medical and surgical treatments, as set forth below, and up to its established schedule of fees, for such employees or members for injury or for sickness coming under the terms of this agreement, by general hospitals and physicians (including osteopathic physicians) selected by the employee or member, and deemed reputable by the Association. The intent of this provision is to give persons under the coverage of this agreement a wide choice of doctors and hospitals, and at the same time be of the greatest service to them in obtaining adequate medical care. Large numbers of physicians, surgeons and specialists are fully cooperating with the Association in providing this care and when Association members apply to them for medical or surgical services they will accept the Association treatment certificates or hospital tickets and will send their reports and bills directly to the Association at Association schedule of fees. The Association, in such instances, will make payment for services directly to the attending physician. In the event the attending physician does not accept the Association's treatment certificate or hospital ticket and looks to the patient for the payment of his bill, the employee is to obtain from the doctor and furnish to the Association an itemized statement of services rendered, with medical

report and diagnosis of condition treated, whereupon the Association will make re-imbursement to the member for the expense of said services upon the basis of its established schedule of fees. In all instances both the Association and the employee or member shall be bound by the decision of the Association's medical director as to what services were or shall be necessary in the treatment of any case coming under the coverage of this agreement. All services provided for in this contract, except as otherwise stipulated, shall be limited to one year for any one case, condition or injury, which shall be computed from the date when the employee first received care or service under this contract for such condition, injury or illness.

2. Emergency Care: The Association will bear the expense of emergency care, up to its schedule of fees, wherever in the United States or Canada a member may require hospital or medical services coming under the coverage of this agreement. It shall be the duty of the member to promptly notify the Association that he is receiving emergency care, and to furnish the Association a medical report from the attending physician giving detailed information as to the condition for which services are required. The member is also to obtain for the Association an itemized statement of all medical services received by him. Upon receipt of said report and statement the Association will either make payment directly to the attending physician or hospital or will reimburse the member up to the Association's established schedule of fees.

* * * * *

4. Medicines: The Association will bear the expense of furnishing necessary medicines while an employee is confined as a patient in the hospital, and when requested by an attending physician will bear the expenses of serums and antitoxins used in the treatment of existing virulent diseases such as pneumonia, diphtheria, typhoid fever, infantile paralysis, erysipelas, meningitis, tetanus and rabies, and the prevention where the employee has been definitely exposed to a virulent disease for which a serum or antitoxin is the accepted prophylaxis, but not in the prevention or treatment of ordinary respiratory conditions or diseases that are non-malignant in character, and the Association will not bear the expense of artificial limbs, eyes, or permanent braces. The expense of furnishing insulin

will be borne by the Association in the treatment of diabetes.

3548 * * * * *

15. Coverage: This agreement shall obligate the Association to bear the expense of the following:

Hospital care, the services of physicians, surgeons, and specialists, including surgical operations and other services provided for by this agreement, as needed for the following conditions:

a. Non-occupational personal injuries and diseases. (Non-occupational injuries shall mean injuries sustained at a time when the employee is not engaged for any employer or for himself in performing services, work or labor contemplating monetary remuneration or profit.)

b. Acute sickness, other than those enumerated in paragraph 20 hereof entitled *"Exemptions"*, whether occuring during or outside the hours of employment. The term "acute sickness" as used in this agreement means those ailments that develop quickly and run their course, as differentiated from ailments that develop more slowly over a longer period of time and are more or less chronic in their nature.

c. Chronic conditions, except those enumerated in paragraph 20 hereof entitled *"Exemptions"*, that become acute will be treated. This will include the expense of hospital care and surgical operations, when needed, for such conditions as stomach ulcers, gall stones, kidney stones, hemorrhoids, and other ailments of this nature.

d. The removal of diseased or infected tonsils, when necessary.

e. Operations on nose and sinuses, when necessary.

f. Treating cancers, including surgical operation or treatment by radium.

g. Treating tuberculosis, including hospital or sanitorium care for not more than three months in any one case, except that this provision shall not apply to any employee who is eligible for treatment for tuberculosis in any United States governmental hospital.

h. Any complications or conditions arising as a result of a sickness or injury for which an employee is receiving benefits hereunder shall be considered a part of the original sickness or injury and not as a separate and distinct cause.

3550 22. TRAVELING EMPLOYEES: For the protection of employees who are entitled to the benefit of this agreement, and who, during absence from the districts in which the Association has established its services, may be taken sick or meet with personal injury, the Association will pay, at its usual rates for such services, for necessary medical, surgical and hospital services in the nearest city in which suitable services may be obtained; provided that such employees shall not absent themselves from the district served by the Association for the express purpose of obtaining medical, surgical or hospital care.

* * * * * *

3552 IN WITNESS WHEREOF the parties hereto have caused these presents to be executed, in duplicate, by their respective officers, pursuant to authority heretofore granted by their board of directors this 3rd day of March A.D., 1947.

INDUSTRIAL HOSPITAL ASSOCIATION (Seal)
By (Signed) WILL T KIRK
Its General Manager

.... (Seal)

By (Signed) C. C. CAHILL

Executed in presence of:

(Signed) J E MULLIGAN

Is employer to be covered yes?

Is employer to be covered for occupational injuries yes ?

Complete Rate for employer 5.80

Names of employers to whom this rate applies:
C. C. Cahill

Office Address
Rt 3 Box 78 Hood River, Ore.

Location of Operations (If more than one Operation, give location of each job.)
Wyeth, Ore.

Number of employees (each job) 10

Workmen's Compensation (State whether under State or Private Insurance, and if Private Insurance give name of Insurance Company)
Mutual Benefit

(Paragraphs numbered 3, 5, 6, 7, 8 are the same as in the previous exhibit.)

Plaintiff's Exhibit 87

3553 SUPPLEMENTAL AGREEMENT FOR FAMILY COVERAGE FOR HOSPITAL AND SURGICAL CARE

This supplemental agreement made and entered into .... day of .... 19 .... by and between the Industrial Hospital Association, an Oregon Corporation, hereinafter called the Association, and ...., hereinafter called the Employer, shall constitute a rider to the Special Full Coverage Hospital and Medical Agreement, dated .... 19 ...., and currently in effect, or hereafter to be in effect, between the Association and the Employer.

I. All family members, up to 60 years of age, who are in good health at time of making application for coverage, of each employee under coverage of said Special Full Coverage Hospital and Medical Agreement or who have applied for said coverage are eligible to come under the coverage of this supplemental agreement.

II. In consideration of the premium to be paid to the Association, and other performances set forth in this supplemental agreement, the Association agrees to bear the expense as stipulated herein of the following services as they may be required by said family members.

1. *Surgical service for major and minor operations*, involving cutting or incision, performed in or out of a hospital by a general physician or surgeon specialist, for the treatment of a coverable injury or illness.

2. *Treatment of fractures and dislocations,* including X-Rays at a physician's office or at a hospital.

3. *Services by a specialist* for surgery of eye, ear, nose and throat.

4. *Consultation by a specialist,* when required, in major surgery cases.

5. *Tonsils and Adenoids.* The Association will pay for the removal of tonsils and adenoids after a member has been continuously under the coverage of this agreement for one year or longer, and will pay for one day's hospitalization when the surgery is performed in an approved hospital.

6. Prenatal and obstetrical services of a physician up to $50.00, plus hospital care for mother and baby up
to $60.00 in any one case. To be eligible for the
3554 benefits provided in this paragraph, both husband
and wife must each have been under the coverage of the Association (husband under the primary agreement and wife under this supplemental agreement) for 18 consecutive months prior to date of birth of baby.

III. Hospital Services will be as follows:

1. Care in a room of three or more beds.
2. Meals and dietary services.
3. General nursing care.
4. Use of operating rooms.
5. Anesthesia
6. Surgical and anesthetic supplies.
7. Routine splints, casts and dressings.
8. Routine laboratory examinations.
9. Diagnostic X-Ray examinations for patients confined in hospitals.
10. Electrocardiograms and basal metabolism tests.
11. Penicillin and other drugs and medicines.
12. Use of oxygen tents.
13. Maternity care, including delivery room service, up to $60.00. (See Paragraph 6, Page 2)

14. Emergency room care for accidental injuries, when such care is obtained within 24 hours following injury.

IV. *General Regulations.*

1. *Member is to select his or her own physician, surgeon or Specialist.* The member, when by reason of bodily injury sustained or illness suffered and being in need of surgical treatment for any condition covered by this agreement, may select any physician, surgeon or specialist for such treatment under the following conditions:

A. Such physician, surgeon or specialist must be duly licensed to practice medicine by the State in which he renders the treatment and must be of good professional standing and reputation in the community in which he resides.

B. Such physician, surgeon or specialist must cooperate with the Member and the Association, by submitting, upon request from the Association, to
3555 the Association, or to the Member for the benefit of the Association, a full and complete written report, including a history, diagnosis, prognosis and itemized statement of the treatment and services rendered to the Member.

C. The Association will pay the physician, surgeon or specialist, or will reimburse the member, for the services thus rendered within the limits set forth in the Association's established schedule of fees. The obligation of the Association to bear the expense of services of physicians, surgeons and specialists shall be limited to a period not to exceed six months immediately following the date of original diagnosis of any such case, except, however, as otherwise provided herein for obstetrical care. This limitation shall apply to any one coverable condition arising from a separate and distinct cause and shall include any and all related complications of such condition.

D. In the event the physician, surgeon or specialist selected by the Member shall fail or refuse to cooperate with the Member and the Association as herein provided, or for any reason is not acceptable to the Association, then in such event the liability of the Association shall cease and terminate as to such physician, surgeon or specialist.

E. In no event does the Association assume or shall it be liable for the responsibility of selecting a physician, surgeon or specialist for the treatment of a Member, or for the results of any treatment, or lack thereof, rendered to a Member.

F. The Association reserves the right to appoint one or more physicians, surgeons, or specialists at any time or times to consult with any physician, surgeon or specialist attending or about to render treatment to a Member and from time to time to make or cause to be made an examination of the Member in behalf of the Association.

2. *Emergency Care.* In the event the Member should require surgical services for any condition coming under the coverage of this agreement at a time or in a place when or where the services of a physician who
3556 will cooperate with the Member and the Association
as provided herein is not available the Member may obtain the services of any available physician licensed to practice medicine to take care of the emergency treatment and the Association, upon obtaining an itemized statement of the services rendered, will pay either to the member or the physician the amount or amounts provided for in the Association's fee schedule to be paid for similar services to physicians who are cooperating as herein provided. It shall be the duty of the Member, or someone acting in the Member's behalf, to notify the Association that the Member is receiving emergency care within 30 days from the date that emergency care was first rendered.

3. *Association to be Notified.* The Member, when by reason of personal injuries sustained or illness suffered requires services coming under the coverage of this agreement, shall within 15 days from the commencement of such services notify or cause the Association to be notified thereof, giving the name and address of the attending physician, surgeon or specialist, or hospital.

4. *Major Surgery.* Except in cases of emergency, whenever in need of professional surgical treatment necessitating hospitalization for more than 48 hours the Member must notify the Association in advance of such treatment to be eligible for any of the benefits provided under this agreement so that the Association

may arrange at its option for consultation and examination prior to such treatment as herein otherwise provided.

5. *Selection and Payment of Hospital.* When by reason of personal injuries sustained and illness suffered the Member is in need of hospital care, he may select any approved general-Hospital for such treatment. In case of emergency where a hospital meeting such requirements is not available, the Association will pay within the limits of hospitalization indemnity provided for herein, the expense of the care rendered the Member in the nearest available hospital until such time as the Member may be transferred to a hospital meeting the requirements herein.

The hospital care provided for by this agreement is to be ward service at the rates ordinarily charged by the hospital except that any Member who desires to
3557 have private room or other more expensive service
shall have the privilege of obtaining the same by paying to the hospital the difference between the rate being charged to the Association for ward service and the rate charged by the hospital for other services.

The Association will pay for the care of a Member at a hospital, as above defined, for a period not in excess of 30 days. The liability of the Association to pay the expense of hospital services shall continue only so long as the Member's condition is such that actual hospital care is needed. The Association will not pay for hospital care for convalescing, rest cure or diagnostic purposes. In no event does the Association assume or shall it be liable for the responsibility of or in selecting any hospital for the treatment of a Member or for the results of any treatment, or lack thereof, rendered a Member.

6. *Exemptions.* The benefits of this agreement shall not extend to any of the following physical conditions or services.

Any disease, physical condition, deformity, infirmity, congenital defect or injury which existed at the time the Member came under the protection of this agreement, mental disorders, insanity, self inflicted injuries, physical and mental conditions resulting from use of intoxicating liquors, Narcotics or drugs, venereal diseases or physical or mental diseases resulting therefrom, quarantinable diseases, extraction of teeth or any services performed by a dentist, injuries sustained in the commission of a felony or while engaged in war, riots, insurrection, skiing or professional athletics; any physical and mental condition or ailment which is not under treatment and which has not been reported to the Association during the term of the Member's coverage under this agreement; chronic conditions which manifest themselves during the first six months of coverage; any hernia that existed at the time a member came under the coverage of this agreement or which manifests itself within six months thereafter, surgical operations on antrums or sinuses for a period of six months after date of coverage, or for injuries or diseases for which the member is entitled to receive disability benefits or compensation or care under any Workmen's Compensation or Employer's Liability law.

3558 7. *Member to Furnish Information.* It shall be the duty of the Member to furnish the Association any and all necessary information to establish the Member's right to the benefits provided for herein, and one of the conditions upon which this agreement is made is that the Member has, and does by the acceptance of coverage under this agreement authorize any physician, surgeon, specialist, nurse or other party from whom the Member has received services or care, either within or outside the provisions of this agreement, to furnish to the Association or its duly authorized representative at any time upon the request of the Association, any and all records, or copies of records, X-Ray films or findings, and any and all other information relating to the history, diagnosis, prognosis, treatment and care of any condition for which the Member is claiming benefits under the terms of this agreement. Failure or refusal of the Member to obtain or provide the Association with said information as the Association may require shall relieve the Association, at its option, of all liability for bearing the expense of services to which the Member might otherwise be entitled.

8. *Injuries Resulting From Wrongful Acts of Other Parties.* If a Member is injured through the wrongful acts or negligence of another party for which that party or some other party is legally responsible, the Association shall not be required to assume any obligations

growing out of that injury; provided, however, that if the injured Member shall, in good faith, assert a claim against said third party or parties for his injury and for the hospital and medical expenses reasonably incurred or to be incurred and shall be unable to obtain a settlement or recovery therefor, then in that event, the Association shall assume such expenses on the Member's account to the same extent as if no third party liability existed, and the Association shall have an equity in and be subrogated to the rights of the Member against said third party or parties to the extent of any charges it has thus assumed or paid on the Member's account. And if thereafter the responsible parties shall provide for the Member's care or assume the expenses thereof, or if the Member shall obtain any settlement or recovery whatever from such party or parties or shall release them from liability therefor, then, in
3559 that event, the Association shall not be obligated to bear the expense of any additional services and the Member shall reimburse the Association for any monies it has assumed or paid on the Member's account.

9. *Premium Payments.* The monthly premium rates for family members shall be as follows:

A. Two dollars and twenty-five cents ($2.25) for each participating spouse.

B. One dollar and seventy-five cents ($1.75) for the first participating child.
A child is any person up to age of 18 years.

C. One dollar and fifty cents ($1.50) for the second participating child.

D. Fifty cents for the third participating child.

E. No additional charge for children in excess of three in one family.

10. *Payroll Deductions.* In consideration of the agreements hereinbefore set forth to be performed by the Association, the Employer agrees as follows:

A. To make payroll deductions from the wages of his employees who may request such deductions in the sum or sums necessary to meet the premium payments for the family members of said employees who are accepted under the coverage of this agreement.

B. To hold said payroll deductions in trust for the Association until paid over to the Association on or before the fifth day of the month for the current month.

11. *Applications.* Family members desiring coverage under this agreement shall make application on blanks to be furnished by the Association. Either spouse may submit the application for a child. The Association shall have the right to require a physical examination or to reject the application of any person whom it does not believe to be an acceptable risk: The Association is to notify the Employer within two weeks following receipt of an application or date of physical examination if the application is rejected. If such notice of rejection is not sent within the period specified it shall be presumed that the Association has accepted the applicant. The Association is to furnish the Employer with the names of all family members whose applications have been accepted so payroll deductions may be made. Coverage is to become effective on each applicant on the first day of the month following date of acceptance of application and upon payment of the first month's premium not later than the fifth day of said month.

12. *Effective Date.* It is mutually agreed that this agreement is to take effect on the .... day of .... 19 .... and is to remain in effect until cancelled by either party giving the opposite party thirty days written notice of cancellation. Cancellation of this agreement shall not relieve either party from fulfilling all obligations incurred under the terms of the agreement.

In Witness Whereof, the parties hereto have caused these presents to be executed, in duplicate by their respective officers, pursuant to authority heretofore granted by their boards of directors, this........ day of .... 19 ....

....
Employer
By ....
....
Title

Industrial Hospital Association
By ....
Its General Manager

HIS HOSPITAL TICKET TO BE USED WHEN RECEIVING SERVICE

Industrial Hospital Association

(Incorporated)

Date: ....

Dues have been received by the Industrial Hospital Association for period ending ...., 194...

By: ....

IMPORTANT NOTICE: Member is to pay doctor for first treatment in each case. See Membership Certificate Page 7, paragraph 16.

Certificate No.

Effective Date

91

Home Office: Medical Arts Building, Portland 5, Oregon

Phone BEacon 3193, Day or Night

Detach this stub: It is your receipt

Date: ....

Dues have been received by the Industrial Hospital Associat .. for period ending ...., 194 . Amt. Rec.: ....

Balance CR DR .... By ....

In consideration of payment of dues by Member, the Association will bear expense of hospital, medical and other services under terms of the Hospital and Medical Membership Certificate to which payment of dues, as herein recorded, applies.

Your Monthly Rate is **Payable on the** **of each month**

Cert. No.

Eff. Date

Your coverage is good any place in the United States. Keep your dues up to date.

Industrial Hospital Association

Phone BEacon 3193, Day or Night **Medical Arts Building, Portland**

Plaintiff's Exhibit 91

3561

2241

NOTICE TO MEMBERS

The member may select his own physicians, as provided in the Membership Certificate. The Association will pay for services on the basis of its established schedule of fees. Complete medical report and itemized Statement of services must be furnished the Association. Notice should be given to the Association prior to prolonged treatment, or hospitalisation or surgery.

EXEMPTION CLAUSE

33

Conditions not covered are accidental injuries which occur during the first three days and acute sicknesses having their origin during the first 15 days following effective date of the Membership Certificate, and diseases, deformities, infirmities, or accidental injuries which definitely existed prior to the date of Membership; cases of insanity or mental disorders, attempts at suicide, conditions resulting from the use of intoxicating liquors, narcotics or drugs, pyorrhea, gingivitis or Vincent's angina, or venereal diseases or conditions arising therefrom, or pregnancy or results of pregnancy other than delivery, except as provided in Membership Certificate, or menopause, or injuries received in the commission of a felony or while engaged in war, riots, insurrection, professional athletics or skiing. The Association will not pay for any operation for the removal of tonsils or adenoids on a Member under the age of 16 years; refraction of eyes or the furnishing of glasses or glass eyes. The Association will not pay for treatment for chronic conditions, when the chronic conditions manifest themselves during the first six months after date of membership, and will not pay for treatment of tuberculosis when such disease manifests itself during the first year of membership.

Before presenting Hospital Ticket to the Association, give the following information:

If employed, give name of employer.

....

Were you injured while employed?

....

Were you injured in an automobile accident?

....

My doctor is hereby authorized and requested to furnish to said Association such medical information and reports as the Association may require in connection with my case.

....

MEMBER PLEASE SIGN HERE

Services provided for in the Membership Certificate apply to the following conditions:

1. Accidental personal injuries, except injuries received in course of employment and injuries received during first three days following date of Membership. (When members are covered for occupational injuries the words "work injuries covered" will be stamped on face of this receipt.)
2. Acute sicknesses, except those named in the exemption clause.
3. Chronic conditions that become acute. (See exemption clause for conditions not covered.) This will include hospital care and surgical operations, when needed, for such conditions as goiter, tumors, stomach ulcers, gall stones, kidney stones, hemorrhoids, and other ailments of this nature. Diseased tonsils will be removed and operations on nose and sinuses will be provided for Members who have been under this coverage for six months or longer. Cancer will be treated, including surgical operations, deep X-ray therapy, or treatment by radium. Tuberculosis will be treated.

Plaintiff's Exhibit 94

Industrial Hospital Association

(Incorporated)

Special Family Coverage No. F 484

Date____________________, 19____

1. Family member's name____________________

2. Date family member first came under I.H.A. coverage ____________________

3. Has coverage been continuous since date of (2) above ____________________

4. Nature of sickness or injury____________________

5. Hospital dues for the family member have been paid to the I. H.A. or have been deducted from employee's wages to be paid to the I.H.A. for month ending ____________________, 19____

THIS TICKET IS NOT VALID UNLESS ABOVE INFORMATION IS COMPLETE.

Company____________________

By____________________ 94

NOTICE TO FAMILY MEMBER. This certificate, when properly issued, is evidence of your right to benefits according to the terms of the contract in effect between the group member's employer and the INDUSTRIAL HOSPITAL ASSOCIATION.

SUCH BENEFITS TO INCLUDE:

1. Physician and Surgeon benefits.
   - A. Surgical service for major and minor operations, involving cutting or incision.
   - B. Treatment of fractures and dislocations, including X-rays.
   - C. Prenatal and obstetrical service up to $50.00 after both husband and wife have been under coverage of the Industrial Hospital Association for 18 consecutive months prior to date of birth of baby.
2. Hospital benefits.
   - A. Hospital care in a ward of three or more beds up to 30 days for any coverable condition, either sickness or injury.
   - B. Hospital service for duly registered bed patients includes: Meals and dietary service; general nursing care; use of operating rooms; anesthesia; surgical and anesthetic supplies; routine splints, casts and dressings, routine laboratory examinations; diagnostic X-ray examinations; electrocardiograms and basal metabolism tests; penicillin and other drugs and medicines; use of oxygen tents.
   - C. Maternity care, including delivery room service, up to $60.00, subject to the conditions mentioned in 1-C above.
   - D. Emergency room care for accidental injuries when such care is obtained within 24 hours following injury.

For Additional Information concerning coverage see reverse side of this ticket.

Industrial Hospital Association
707 Medical Arts Building
Portland 5, Oregon

Phone BEacon 3193—Day or Night

Notice to Employers, Family Members, Doctors and Hospitals:

This certificate, when issued as authorized, is evidence that the member has paid hospital dues for the period stated and is entitled to hospital and surgical benefits at the expense of the INDUSTRIAL HOSPITAL ASSOCIATION as provided and limited under the terms of the contract between the employer of the primary member and the Association.

GENERAL INFORMATION:

1. Member is to select his or her own physician, surgeon and hospital.

2. Services will be paid for anyplace in the United States.

3. Services will be paid for on the basis of the currently established fee schedule in use by the Association.

4. Payment of bills incurred by members cannot be paid until the Association receives an itemized statement of services rendered on behalf of the member and a medical report on the condition treated.

5. Member or someone in his or her behalf must notify the Association in advance of their intention to have major surgery performed or to be hospitalized, except in cases of emergency, in which case the member shall cause the Association to be notified within 30 days from the date that emergency care was first rendered.

6. Any member desiring to have more expensive service at a hospital than herein provided for may do so by paying to the hospital the difference between the ward rate and the rate for the private room or more expensive service.

7. EXEMPTIONS: The benefits of this agreement shall not extend to any of the following physical conditions or services: Any disease, physical condition, deformity, infirmity, congenital defect or injury which existed at the time the member came under the protection of this agreement, mental disorders, insanity, self inflicted injuries, physical and mental conditions resulting from use of intoxicating liquors, narcotics or drugs, venereal diseases or physical or mental diseases resulting therefrom, quarantinable diseases, extraction of teeth or any services performed by a dentist, injuries sustained in the commission of a felony or while engaged in war, riots, insurrection, skiing or professional athletics; any physical and mental condition or ailment which is not under treatment and which has not been reported to the Association during the term of the Member's coverage under this agreement; chronic conditions which manifest themselves during the first six months of coverage; any hernia that existed at the time a member came under the coverage of this agreement or which manifests itself within six months thereafter, surgical operations on antrums or sinuses for a period of six months after date of coverage, or for injuries or diseases for which the member is entitled to receive disability benefits or compensation or care under any Workman's Compensation or Employer's Liability Law.

8. It shall be the duty of the Member to furnish the Association any and all necessary information to establish the Member's right to the benefits provided for.

9. For further complete information regarding the coverage of the Member, refer to the contract, a copy of which is held by the employer of the group member, or request information from the Association.

INDUSTRIAL HOSPITAL ASSOCIATION,

WILL T. KIRK,
General Manager.

Plaintiff's Exhibit 95

3563 No......................
Series I-4

I H A

THIS
MEMBERSHIP CERTIFICATE
is issued to

....

Name

....

....

Address

by the
INDUSTRIAL HOSPITAL ASSOCIATION
An Oregon Corporation

MEDICAL ARTS BUILDING
Portland 5, Oregon

To provide for indemnity by the Association to the Member of the cost of hospital, medical, surgical, nursing and other related services under the terms and conditions hereafter set forth as follows:

* * * * *

3564 5. *Member to Select Physician or Surgeon.* The Member, when by reason of personal injuries sustained or illness suffered and being in need of medical or surgical treatment, may select any physician, surgeon or specialist for such treatment under the following conditions:

A. Such physician, surgeon or specialist must be duly licensed to practice medicine by the State in which he renders the treatment and must be of good professional standing and reputation in the community in which he resides.

3565 B. Such physician, surgeon or specialist must cooperate with the Member and the Association by submitting, upon request from the Association, to the Association, or to the Member for the benefit of the Association, a full and complete written report, including a history, diagnosis, prognosis and itemized statement of the treatment and services rendered to the Member.

C. The Association will pay the physician, surgeon or specialist, or will reimburse the member, for the services thus rendered within the limits set forth in the Association's established schedules of fees for a period not to exceed one year for the treatment of any one injury or illness. Said year shall be computed from the first date the Member consulted, was examined or treated by a physician qualified as aforesaid, and for which the Association shall have paid.

D. In the event the physician, surgeon or specialist selected by the Member shall fail or refuse to cooperate with the Member and the Association as herein provided, or for any reason is not acceptable to the Association, then in such event the liability of the Association shall cease and terminate as to such physician, surgeon and specialist.

E. In no event does the Association assume or shall it be liable for the responsibility of selecting a physician, surgeon or specialist for the treatment of a Member, or for the results of any treatment, or lack thereof, rendered to a Member.

F. The Association reserves the right to appoint one or more physicians, surgeons or specialists at any time or times to consult with any physician, surgeon or specialist attending or about to render treatment to a Member and from time to time to make or cause to be made an examination of the Member in behalf of the Association.

6. *Emergency Care.* In the event the Member should require medical services for any condition coming under the coverage of this Certificate of Membership at a time or in a place when or where the services of a physician who will cooperate with the Member and the Association as provided herein is not available the Member may obtain the services of any available physician licensed to practice medicine to take care of the emergency treatment and the Association, upon obtaining an itemized statement of the services rendered, will pay either to the member or the physician the amount or amounts provided for in the Association's fee schedule to be paid for similar services to physicians who are cooperating as herein provided. It shall be the duty of the Member, or someone acting in

the Member's behalf, to notify the Association that the Member is receiving emergency care within ten days from the date that emergency care was first rendered. Failure of the Association to be so notified shall relieve the Association, at its option, of liability for the expense of such emergency care beyond the period of said ten days.

7. *Association to be Notified.* The Member, when by reason of personal injuries sustained or illness suffered, is undergoing treatment therefor, shall within 15 days from the commencement of such treatment notify or cause the Association to be notified thereof, giving the name and address of the attending physician, surgeon or specialist. The Association, on request, will send to the physician, surgeon or specialist a fee schedule and the Association's regulations.

8. *Major Surgery.* Except in cases of emergency whenever in need of professional surgical treatment
3566 necessitating hospitalization for more than 48 hours
the Member must notify the Association in advance of such treatment to be eligible for any of the benefits provided under this Certificate of Membership so that the Association may arrange at its option for consultation and examination prior to such treatment as herein otherwise provided.

9. *Selection and Payment of Hospital.* When by reason of personal injuries sustained and illness suffered the Member is in need of hospital care, he may select any Standardized Hospital for such treatment. In case of emergency where a hospital meeting such requirements is not available, the Association will pay within the limits of hospitalization indemnity provided for herein, the expense of the care rendered the Member in the nearest available hospital until such time as the Member may be transferred to a hospital meeting the requirements herein.

The hospital care provided for by this Certificate of Membership is to be ward service at the rates ordinarily charged by the hospital except that any Member who desires to have private room or other more expensive service shall have the privilege of obtaining the same by paying to the hospital the difference between the rate being charged to the Association for ward service and the rate charged by the hospital for other services.

Hospitalization will include private sanatorium care for cases of tuberculosis of the lungs within the provision of this Certificate of Membership herein otherwise provided.

The Association will pay for the care of a Member at a hospital, as above defined, during the first year for a total of not exceeding 120 days, during the second year of continuous membership in the Association for a total of not exceeding 150 days, and during each of the third and succeeding years of continuous membership in the Association for a total of not exceeding 180 days, but in no event at any time will the Association pay for more than 60 days of such care for any one personal injury sustained or illness suffered and for which the Member is hospitalized.

The liability of the Association to pay the expense of hospital services shall continue only so long as the Member's condition is such that actual hospital care is needed. The Association will not pay for hospital care for convalescing, rest cure or diagnostic purpose.

Notice of Hospital Treatment. The Member shall notify or cause someone in his behalf to notify the Association of his hospitalization within five days of his admission to the hospital, otherwise the Association shall not be liable under this Certificate of Membership.

In no event does the Association assume or shall it be liable for the responsibility of or in selecting any hospital for the treatment of a Member or for the results of any treatment, or lack thereof, rendered a Member.

10. *Additional Care Provided.* In addition to the payment of bills for hospital care, and medical and surgical treatment rendered the Member, the Association will also pay for the following services:

A. *Special Nursing Care.* Special nursing care in the hospital when the Member's physical condition is such that general nursing care is not adequate. The Association shall not be liable for special nurse or nurses (except in the case of actual emergency) unless authorization
therefor shall have been obtained from the Associa-
3567 tion. In case of such actual emergency notice must
be given the Association within 48 hours after a special nurse or nurses have been employed. In cases where special nursing is provided for herein, the Association will pay for special nurse or nurses as the same shall be necessary during the first year for a total not exceeding 200 hours, during the second year of continuous

membership in the Association for a total of not exceeding 240 hours, and during each of the third and successive years of continuous membership in the Association for a total of not exceeding 280 hours, but in no event at any time will the Association pay for more than 144 hours for any one personal injury sustained or illness suffered and for which the member shall undergo treatment, at a hospital.

B. *X-Ray Examination.* X-Rays in all cases of fractures or suspected fractures and for other conditions as shall be necessary for diagnostic purposes, except that the Association will not pay for more X-Rays or for films than are necessary for diagnostic purposes. X-Ray films must be furnished the Association before bills will be paid.

C. *Laboratory Tests.* Such laboratory tests as may be needed; provided, however, that the Association will not pay for more laboratory tests than are necessary. All laboratory findings, except routine, must be furnished to the Association before bills will be paid.

D. *Antitoxins and Serums.* Anti-toxins and serums used in the treatment of existing virulent disease or diseases, but the Association shall not be required to pay for what are commonly called "cold shots".

E. *X-Ray and Radium Therapy.* Necessary treatments by X-Ray or Radium when given by physicians or specialists with recognized qualifications and approved by the Association for giving such treatments.

F. *Orthopedic Appliances.* Such orthopedic appliances as may be needed for the treatment of the Member when such appliances are prescribed by a recognized orthopedist or are authorized by the Association, except that the Association will not furnish artificial limbs or permanent braces.

G. *Ambulance Service.* Ambulance service in conveying a Member to a hospital when the Member's physical condition is such as to require such service, but not for a greater distance than to the nearest hospital in which hospital services are available.

H. *Dental Services.* Extraction of diseased teeth and X-Ray thereof and nothing more.

11. *Coverage.* The benefits provided under this Certificate of Membership shall apply only to the following per-